

Exhibit

A

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

HELENA AGRI-ENTERPRISES, LLC,

CASE NO. 1:18-CV-00963-RJJ-RSK

Plaintiff,

v.

Honorable Chief Judge Robert J. Jonker

GREAT LAKES GRAIN, LLC; BOERSEN FARMS AG, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, BOERSEN FARMS, INC. A MICHIGAN CORPORATION, BOERSEN AG PARTNERS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, DENNIS BOERSEN, ARLAN BOERSEN, SANDRA BOERSEN,

**PROPOSED REPLY BRIEF IN SUPPORT
OF PLAINTIFF'S MOTION TO COMPEL
BOERSEN DEFENDANTS TO EXECUTE
AUTHORIZATIONS REQUIRED FOR
PRODUCTION OF DOCUMENTS
SUBPOENAED FROM GREAT
AMERICAN INSURANCE GROUP**

Defendants.

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ARGUMENT

Defendants misconstrue and misinterpret the basis for Plaintiff's Subpoenas and the great relevance of the requested information to the pending claims in this dispute, so much so that a reply is needed to accurately state the facts currently before this Court. Further, Defendants entirely ignore Plaintiff's well-establish authority that permits this Court to compel execution of the requested authorizations.

Notably, from a timing perspective, Plaintiff's Motion to Compel was filed on March 3, 2020, almost one month ago. If Defendants had executed the requested authorizations (or even contacted Plaintiff's counsel to negotiate language for the authorizations), Plaintiff would likely already be in possession of the Great American Insurance documents¹ to which it is entitled and this Court would not have to resolve the issues raised in Plaintiff's Motion to Compel.

The crop insurance documents from Great American play an important role in framing the potential claims that remain pending in this case. This is a dispute between agricultural companies. Defendants may attempt to minimize the role that crop insurance plays in *their* business, but countless cases² show that crop insurance, and the production history insurers use for the underwriting process to approve or issue crop insurance, is a valuable asset to farmers across the country. If fact, so valuable that many farmers across the country have been convicted or held liable for falsifying crop insurance applications or abusing the process.³

Plaintiff timely issued the subpoenas before discovery closed and Defendants have not put forth any legitimate basis to refuse Plaintiff's request for these documents. Accordingly, Plaintiff's Motion to Compel should be granted and Defendants should be compelled to execute the requested authorizations.

¹ Great American's in-house counsel and outside counsel informed Plaintiff in January that the documents were ready to produce and that they just needed the Defendants' authorizations to release them.

² See, e.g., *United States v. Kuehnemund*, 208 F. App'x 371, 372-73 (6th Cir. 2006) (farmer convicted for making false statements to various reinsurers working on behalf of the USDA's Federal Crop Insurance Corporation); *United States v. Larry Reed & Sons, P'ship*, 280 F.3d 1212, 1214 (8th Cir. 2002) (partnership found liable for submitting false crop insurance claims); *United States v. John Hudson Farms, Inc.*, No. 7:18-CV-7-FL, 2018 U.S. Dist. LEXIS 148030, at *1-6 (E.D.N.C. 2018) (family farming entity found to have falsely purported to be separate, individual farming operation in numerous forms and applications provided to the USDA Risk Management Agency's FCIC).

³ See *id.*

A. Contrary to Prior Testimony and Judicial Admissions, Defendants Now Admit to Using Actual Production History From Prior Boersen Entities.

Defendants' Response judicially admits that “[New Heights Farm I] was assigned the APH for Boersen Farms Grain.” *See* Response, Dkt. 158, p. 3. Defendants have previously judicially admitted that New Heights Farm I and New Heights Farm II can use the APH for Boersen Farms Grain because “an owner of [New Heights Farm I and New Heights Farm II] had an interest in [Boersen Farms Grain] and was involved in the actual production of crops”. *See* Defendants’ Brief Opposing Plaintiff’s Motion for Discovery Dkt. 150, p. 6. And yet, Stacy Boersen testified at her deposition that she was not involved in the farming operation of Boersen Farms Grain and did nothing more than small tasks:

13 Q. But you didn't manage --
14 A. No.
15 Q. -- Boersen Farms Grain? You didn't do the farming
16 work, right? Other than I think we talked about
17 the -- was there corn --
18 A. Yeah.
19 Q. Yeah.
20 A. And, you know, I might have ran parts to the field or
21 also, maybe a seed tender, that kind of thing.

2 Q. So whether we're talking about the farm -- a defined
3 Boersen party or any other entity on earth, it would
4 be the same testimony; that you weren't the manager or
5 owner or controller or farmer of that entity, because
6 you start with Great Lakes Grain in 2018; is that
7 right?
8 A. Just what my involvement was in the Boersen Farms
9 Grain.
10 Q. Right, which we've talked about.
11 A. But I wasn't a manager, no.
12 Q. Of any farm?
13 A. I -- I -- yeah, I performed small farming functions
14 for Boersen Farms Grain.

See Deposition of Stacy Boersen, 50:13 – 51:14, attached hereto as Exhibit 1.

Nicholas Boersen testified that he does not know which of the Boersen entities he worked for in any capacity due to the manner in which the businesses were run:

5 Q. Okay. Were you -- did you ever work for Great Lakes
6 Grain in any capacity?
7 A. I really don't know where the companies kind of fell
8 in line. I stopped getting paid after Boersen Farms
9 Ag, basically. So I don't really know where the
10 companies ever switched hand, because I never kept
11 track of that.

See Deposition of Nicholas Boersen, 16:5 – 11, attached hereto as Exhibit 2. Based on his judicial admissions in the Response, it appears that sometime between Nicholas Boersen's deposition on January 15, 2020 and the date of the Response on March 17, 2020, Nicholas Boersen learned that New Heights Farm II utilized the APH information of Boersen Farms Ag, LLC. The fact that Nicholas had no knowledge of that fact a mere sixty days prior is evidence of the exact "sleight of hand" that Helena has been seeking to uncover throughout this litigation.

Notably, neither Nicholas nor Stacy were able to provide any details at their depositions about whether or how New Heights Farm I, New Heights Farm II or any of the Great Lakes Grain entities were qualified under the requisite federal regulations to utilize any of the other Boersen entities' APH. If Defendants are going to stand firm on their argument that the New Heights Farm and Great Lakes Grain entities were authorized to utilize other Boersen entities' APH under the pertinent federal regulations, Helena is entitled to understand how and why the Successor Defendants are qualified to do so.

This is especially in this case where the legitimacy of the divisions and transactions between the Judgment Defendants and Successor Defendants is vitally important. As further described in Plaintiff's Motion the law closely scrutinizes transactions between family members

when the rights of creditors are involved. If APH information was improperly used between Boersen entities, such use would not only be a violation of federal regulations, it also would serve as evidence for Plaintiff's claim in this proceeding that Defendants are operating as a mere continuation of the Judgment Boersen entities.

Finally, in response to Defendants' assertions that APH is not an asset, the authority Plaintiff has provided this Court establishes that APH is considered a valuable asset for any grower because the higher a farmer's APH, the better insurance coverage that farmer can obtain. Defendants have not provided any authority to the contrary and their mere "ipse dixit" stating otherwise is not sufficient.

B. If Defendants' Use of Another Boersen Entity's APH Occurred Without Meeting all the Requirements, Defendants Violated Federal Law.

Nicholas Boersen testified that New Heights Farm II qualified under what he called the "Young Farmer" program, which presumably is the Beginning Farmer and Rancher Program. *See Deposition of Nicholas Boersen, Ex. 2, 8:6 – 23.* Nicholas, however, was unable to identify how or why New Heights Farm II qualified for this program. *See id.*

The federal regulations related to Beginning Farmer and Rancher Benefits for crop insurance are very specific and abundantly clear. Further, false representations in crop insurance applications is a violation of federal criminal law. Promulgated by the Risk Management Agency, the crop insurance regulations require the following to qualify for Beginning Farmer or Rancher status:

- The farmer must be an individual. Business entities qualify only if all of the individuals with a 10 percent or more interest are beginning farmers or ranchers.

- For example, if a son moves home and forms a corporation with a parent who has had an insurance interest in crops or livestock for more than five years, the entity cannot receive Beginning Farmer and Rancher benefits.
- The farmer must not have actively operated or managed a farm or ranch anywhere with an insurance interest in any crop or livestock for more than five years.

Participation in the Beginning Farmer and Rancher Benefits provides substantial benefits designed to help new farmers start their operations. These benefits include:

- Exemption from paying the certain insurance administrative fees;
- Additional 10 percentage points of premium subsidy for additional coverage; and
- An increase in the substitute Yield Adjustment, which allows the new farmer to replace a low yield due to an insured cause of loss, from 60 to 80 percent of the applicable transitional yield (T-Yield).

See 7 CFR § 400, et. al. The details of this program are important because, contrary to Defendants' continued assertions otherwise, the Beginning Farmer and Rancher Program provides obvious financial benefits both in exemption from fees and in additional and better insurance coverage based on the use of another entity's production history. Accordingly, it is entirely incorrect for the Defendants to assert that APH is not a valuable asset and Defendants, as experienced growers from a farming family, should know better. And yet, Defendants continue to claim that the use of another entity's APH provided no value to them.

Additionally, through their testimony and judicial admissions, Nicholas and Stacy Boersen have both denied the requisite participation in the Legacy Boersen entities needed to legitimately use the Legacy Boersen entities' APH information under the Beginning Farmer and Rancher Program. Accordingly, the question remains about whether or not Defendants

submitted the false information and abused the federal crop insurance program to continue the Boersen family farming enterprise.

The process to qualify for the Beginning Farmer and Rancher Program requires a farmer to submit all of the required information to the crop insurance company prior to submission of the farmer's crop insurance application. If the information is not provided as required, the farmer is not qualified to be part of the Beginning Farmer and Rancher program and therefore cannot use another entity's APH information without violating the federal crop insurance regulations. The subpoenas to Great American that require Defendants' executed authorizations include requests for the crop insurance applications and other documents that would show whether Nicholas Boersen or New Heights Farm II provided false information when they submitted their crop insurance applications for the Great Lakes Grain and New Heights Farm entities.

Stacy Boersen specifically denied that New Heights Farm I and Great Lakes Grain utilized the Beginning Farmer and Rancher Program. *See Deposition of Stacy Boersen, Ex. 1, 57:18 – 22.* She was unable to testify, however, as to why New Heights Farm I and Great Lakes Grain would have qualified to use the APH information from another Boersen entity. *See id., 56:55:12 – 56:21.* Accordingly to her testimony, she just trusted her agent to secure the crop insurance and submit whatever she needed to submit to accomplish the task. *See id.* And yet, Defendants' Response contains a judicial admission that New Heights Farm I was assigned the APH for Boersen Farms Grain without any explanation or why or how New Heights Farm I would have qualified to use the APH information.

Based on Defendants' judicial admissions and testimony from Nicholas and Stacy Boersen, there already exists a question about whether or not Defendants made

misrepresentations to the Risk Management Agency in their crop insurance applications or have received the Beginning Farmer and Rancher Program benefits or any other program benefits without properly qualifying for the programs. The documents Plaintiff timely subpoenaed from Great American will provide additional detail about these facts that relate specifically to Plaintiff's current claims against Defendants. If Defendants represented themselves to the Risk Management Agency as a mere continuation of the Legacy Boersen entities and were able to utilize the APH information on that basis, such evidence goes directly to Plaintiff's claim that Defendants are operating as a mere continuation of the Legacy Boersen entities. Plaintiff is entitled to discovery such knowledge.

C. The Information Requested in the Subpoenas Are Relevant to Plaintiff's Claims In this Dispute.

As further described in Plaintiff's Motion to Compel, the scope of discovery under the Federal Rules of Civil Procedure is "quite broad." *See Sharper v. Wal-Mart Stores, Inc.*, No. 17-12980, 2018 U.S. Dist. LEXIS 74023, at *1 (E.D. Mich. 2018) (citing *Lewis v. ACB Bus. Servs.*, 135 F.3d 389, 402 (6th Cir. 1998)). In construing the scope of discovery, courts are encouraged to permit all relevant evidence which bears upon any part of the controversy or dispute. *See Fischer v. Cirrus Design Corp.*, No. 5:03-CV-0782, 2005 U.S. Dist. LEXIS 31353, at *25 (N.D.N.Y. 2005). "Mutual knowledge of all relevant facts gathered by both parties is essential to proper litigation." *See Hickman v. Taylor*, 329 U.S. 495, 501 (1947).

Based on the broad scope of relevance under the federal rules and authority from this Circuit, there can be no question that the documents Plaintiff subpoenaed from Great American are relevant to Plaintiff's claims in this dispute.

Due to federal regulations, Great American is required to obtain authorizations or an order from a Court to provide the documents requested by Plaintiff. There is support for

requiring parties, such as Defendants, to provide a signed authorization in order to give another party, such as Plaintiff, access to relevant discovery materials. *See Fischer*, 2005 U.S. Dist. LEXIS 31353, at *22. Despite such authority, Defendants continue to refuse to provide the authorizations that are inarguably relevant to Plaintiff's claims and discoverable in this dispute.

D. Plaintiff's Subpoenas Were Timely. It is Defendants' Failure to Cooperate Has Caused the Delay.

Defendants' assertion that Plaintiff's Motion should be denied merely because discovery is closed is wholly inapplicable to the analysis based on the procedural history of this case. At the outset, the Subpoenas were issued in November 2019 before discovery closed. The fact that it is now March and we are still fighting about authorizations is now the fault of Defendants, not Plaintiff.

As Plaintiff has demonstrated in its prior pleadings, including its Brief in Support Plaintiff's Motion to Amend the Case Management Order (RE 128) (the "Motion"), Plaintiff has been diligently working over the past six months to discover the relevant facts related to Plaintiff's claims, including obtaining documents from government agencies to whom Defendants report crop information to determine whether Plaintiff may have claims related to Defendants' reporting or lending practices or against other third parties.

Throughout this entire discovery process, Defendants have wholly refused to comply with Plaintiff's requests to make the process more efficient or timely. For example, Plaintiff waited two weeks without any response from Defendants for authorizations to be executed to obtain documents from the Risk Management Agency ("RMA") and Farm Services Agency ("FSA"). Plaintiff did not receive the authorizations until after Magistrate Judge Kent required Defendants to sign the documents in order to expedite the process. Despite the fact that Defendants have been previously instructed to provide authorization, Defendants are refusing to

do so again now. As to documents relevant to crop insurance, Plaintiff respectfully disagrees with Defendants' contention that they have been cooperating with discovery and that it has been Plaintiff who is the source of the delay. This is just flat wrong.

CONCLUSION AND PRAYER

Plaintiff Helena Agri-Enterprises, LLC respectfully requests that this Court: (1) grant Helena's Motion and compel Defendants to execute the authorizations necessary for Plaintiff to obtain documents from Great American Insurance; (2) grant leave for Plaintiff to extend the discovery deadline for the purpose of obtaining documents from Great American Insurance Group if its Motion to Amend the Third Case Management Order is denied and for any additional discovery that is necessary based on its review of those documents; and (3) grant such further relief as the Court deems just.

Dated: March 31, 2020

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFF

Exhibit

1

In the Matter Of:

HELENA AGRI-ENTERPRISES, LLC vs vs GREAT LAKES GRAIN, LLC, ET AL.

STACY BOERSEN

January 15, 2020

Prepared for you by



Bingham Farms/Southfield • Grand Rapids

Ann Arbor • Detroit • Flint • Jackson • Lansing • Mt. Clemens • Saginaw • Troy

BOERSEN, STACY

01/15/2020

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1	UNITED STATES DISTRICT COURT	1	RONALD J. VANDER VEEN
2	FOR THE WESTERN DISTRICT OF MICHIGAN	2	Cunningham Dalman, P.C.
3	SOUTHERN DIVISION	3	321 Settlers Road
4		4	Holland, Michigan 49423
5	HELENA AGRI-ENTERPRISES, LLC,	5	(616) 392-1821
6	a Delaware limited liability	6	rjvv@cunninghamdalman.com
7	company,	7	Appearing on behalf of the Defendants.
8	Plaintiff,	8	
9	vs. Case No. 1:18-cv-00963-RJJ-RSK	9	ALSO PRESENT:
10	Hon. Robert J. Jonker	10	Nicholas Boersen
11	GREAT LAKES GRAIN, LLC, a	11	Robert Soza (via telephone)
12	Michigan limited liability	12	Amanda Crouch (via telephone)
13	company; GREAT LAKES GRAIN II,	13	
14	LLC, a Michigan limited	14	
15	liability company; GREAT LAKES	15	
16	III, LLC, a Michigan limited	16	
17	liability company; GREAT LAKES	17	
18	IV, LLC, a Michigan limited	18	
19	liability company; NEW HEIGHTS	19	
20	FARM I, LLC, a Michigan limited	20	
21	liability company; NEW HEIGHTS	21	
22	FARM II, LLC, a Michigan limited	22	
23	liability company; STACY BOERSEN,	23	
24	individually and as putative	24	
25	member of the Great Lakes Grain	25	
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1	defendants and New Heights Farm I,	1	TABLE OF CONTENTS
2	LLC; and NICHOLAS BOERSEN,	2	
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4	member of New Heights Farm, II, LLC,	4	PAGE
5	Defendants.	5	
6	_____	6	STACY BOERSEN
7		7	
8		8	EXAMINATION BY MR. MAGYAR
9	The Deposition of STACY BOERSEN,	9	5
10	Taken at 321 Settlers Road,	10	EXHIBIT
11	Holland, Michigan,	11	PAGE
12	Commencing at 9:01 a.m.,	12	(Exhibits attached to transcript.)
13	Wednesday, January 15, 2020,	13	DEPOSITION EXHIBIT 1
14	Before Peggy S. Savage, CSR-4189, RPR.	14	15
15		15	DEPOSITION EXHIBIT 2
16	APPEARANCES:	16	17
17		17	DEPOSITION EXHIBIT 3
18	MARK J. MAGYAR	18	53
19	Dykema Gossett, P.L.L.C.	19	DEPOSITION EXHIBIT 4
20	300 Ottawa Avenue, N.W.	20	64
21	Suite 700	21	DEPOSITION EXHIBIT 5
22	Grand Rapids, Michigan 49503	22	15
23	(616) 776-7500	23	DEPOSITION EXHIBIT 2
24	mmagyar@dykema.com	24	17
25	Appearing on behalf of the Plaintiff.	25	53

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<p>1 Holland, Michigan 2 Wednesday, January 15, 2020 3 9:01 a.m. 4 5 STACY BOERSEN, 6 was thereupon called as a witness herein, and after 7 having first been duly sworn or affirmed to testify to 8 the truth, the whole truth and nothing but the truth, 9 was examined and testified as follows: 10 EXAMINATION 11 BY MR. MAGYAR: 12 Q. Good morning. 13 A. Good morning. 14 Q. My name is Mark Magyar. We just met each other before 15 we went on the record, right? 16 A. Yes. 17 MR. MAGYAR: A couple of preliminary 18 matters for the record. One, Ron, you and I can 19 probably fight about this later, but just for the 20 record, we're waiting on a subpoena we've done to your 21 insurance, Great American Insurance Company, some 22 documents we've requested. We had proposed that we 23 postpone these depositions if we could get an 24 agreement that they could be conducted even after 25 discovery period. We did not reach that agreement.</p>	<p style="text-align: center;">Page 5</p> <p>1 BY MR. MAGYAR: 2 Q. Have you been deposed before? 3 A. No. 4 Q. No? A couple of real quick, general guidelines for a 5 deposition. 6 Every response has to be oral and spoken so 7 that the court reporter can take it down. She can't 8 really do shrugs or nods or mmm-hmm, so just make 9 everything an oral statement. 10 Do you understand? 11 A. I do. 12 MR. VANDER VEEN: I always like it when 13 they answer that question with nodding their head. 14 MR. MAGYAR: Exactly. That was my fault. 15 I didn't actually finish with a question. 16 BY MR. MAGYAR: 17 Q. And then if you have any questions or you don't 18 understand what question I've asked at any time, you 19 can clarify. You can ask to speak with your counsel 20 if you need a break. The only kind of rules of the 21 road when it comes to that is if I have a question 22 pending, you should answer it before taking any breaks 23 or leaving the room. 24 Does that make sense? 25 A. Yes.</p>
<p>1 We're reserving the right to seek to redepose the 2 deponents today, if necessary, based on not being able 3 to reach that agreement. You may have an opposition 4 to that, but I just want to put that on the record. 5 The other objection I just want to place on 6 the record is I would note for the record that two 7 parties are here. Both are listed to be deponents 8 today -- one in the morning; one in the afternoon -- 9 Defendants Stacy Boersen and Nicholas Boersen. I 10 understand counsel's position from conversations 11 before going on the record that because they're 12 parties, they can be present. I've advised them that 13 I believe that the testimony and the nature of the 14 issues that overlap that it would not be appropriate 15 to have one party listening to the other party's 16 testimony and then giving testimony. Counsel has 17 refused to have Nicholas Boersen leave the room, and 18 so I'm placing my objection to that on the record now. 19 With that, I think we're ready to get 20 started. 21 THE WITNESS: Sure. 22 MR. VANDER VEEN: Just one other 23 preliminary matter, and that is that Stacy reserves 24 the right to review the transcript and to sign off on 25 it once it's been prepared.</p>	<p style="text-align: center;">Page 6</p> <p>1 Q. Standard deposition question -- I think I'm going to 2 take it out of my repertoire. It's so ridiculous. 3 But are you on any like medication or drugs or 4 anything else that would inhibit you from providing 5 accurate or truthful testimony or recalling things 6 today? 7 A. No. 8 Q. I think that's about it. The only other thing is your 9 counsel may lodge objections today, which is perfectly 10 normal and he's entitled to do that. Only if he tells 11 you not to answer, which is usually only based on a 12 privilege objection, should you not answer. 13 Otherwise, he's only making his objections for the 14 record, but then you still answer my question. 15 Does that make sense? 16 A. Yes. 17 Q. Okay. So you understand, you're here today in some 18 litigation that's pending to which you're a party; 19 my -- my client is the plaintiff, Helena 20 Agri-Enterprises, LLC, right? 21 A. Yes. 22 Q. And that's -- not that you have it memorized, but Case 23 Number 1:18-cv-963, in the Western District of 24 Michigan. 25 There was a mediation, and I think you</p>

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1	attended yesterday; is that right?	1	names wrong, so I'm going to find the exact paragraph.
2	A. I can -- I attended a mediation. I don't know the	2	So in addition to Boersen Farms, Inc. that we already
3	case number.	3	talked about, there's Boersen Farms Ag, LLC?
4	Q. And do you understand that the parties, among others,	4	A. Yes.
5	in that case include yourself personally, your son	5	Q. And Boersen Farms Partners, LLC?
6	Nicholas Boersen, Great Lakes Grain, LLC -- well,	6	A. Yes.
7	let's take it one at a time.	7	Q. And Boersen -- let's see. Boersen Farms Properties,
8	Yourself personally?	8	LLC?
9	A. I understand.	9	A. Yes.
10	Q. And your son Nicholas --	10	Q. And do you understand that each of those -- and if
11	A. Yes.	11	it's okay with you, do you understand if I refer to
12	Q. -- who's here?	12	all of those -- Dennis, Arlan, Sandra, Boersen Farms,
13	Great Lakes Grain, LLC?	13	Inc. -- all of those Boersen corporate entities that
14	A. Yes.	14	we've just talked about, as the Boersen parties? Will
15	Q. And entities having similar names by II, III, and IV,	15	you understand what I mean?
16	Great Lakes Grain, LLC?	16	A. I will, as long as it excludes New Heights I and II.
17	A. Yes.	17	Q. It does.
18	Q. As well as New Heights Farms I, LLC?	18	A. And Great Lakes Grain.
19	A. Yes.	19	Q. Under that definition --
20	Q. And New Heights Farm II, LLC?	20	A. Okay.
21	A. Yes.	21	Q. -- just the parties that have stipulated to a judgment
22	Q. And you understand that those are the parties in this	22	in this lawsuit.
23	action that there is currently no judgment against;	23	A. Mmm-hmm.
24	the litigation is proceeding with?	24	MR. VANDER VEEN: Just a second here,
25	A. That's correct.	25	though. You did talk over each other at one point as
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1	Q. Okay. Do you also understand that in the same	1	she said "Great Lakes Grain." Did you get that down
2	litigation, there are -- or were other defendants that	2	as part of her answer?
3	have consented to judgment?	3	MR. MAGYAR: Now, I'm sorry, I don't
4	A. Yes.	4	understand that. I'm not including Great Lakes Grain
5	Q. And, I guess, we can do it in the same manner with	5	in my question. I'm only including the parties that
6	those parties.	6	have stipulated to a judgment in this case.
7	Those would include Boersen Farms, Inc.,	7	THE WITNESS: Okay.
8	correct?	8	MR. MAGYAR: That's what I mean by "Boersen
9	A. Yes.	9	parties."
10	Q. And Dennis Boersen?	10	MR. VANDER VEEN: No, you had asked her
11	A. Yes.	11	about the parties, and she said as long as it doesn't
12	Q. And is that your husband?	12	include New Heights Farm I and II, and then you
13	A. Yes.	13	started another question while she started finish--
14	Q. Okay. And Arlan Boersen?	14	MR. MAGYAR: Well, I think I just
15	A. Yes.	15	clarified --
16	Q. And who is Arlan?	16	MR. VANDER VEEN: Yeah.
17	A. My father-in-law.	17	MR. MAGYAR: -- because Great Lakes Grain
18	Q. So Dennis' father?	18	hasn't stipulated to a judgment.
19	A. Yes.	19	MR. VANDER VEEN: Right.
20	Q. Okay. And Sandra Boersen?	20	MR. MAGYAR: Okay.
21	A. My -- yes.	21	MR. VANDER VEEN: But her answer included
22	Q. Okay.	22	Great Lakes Grain. I just want to make sure the
23	A. My mother-in-law, Dennis' mom.	23	record is accurate on that.
24	Q. Dennis' mom.	24	BY MR. MAGYAR:
25	Okay. And then I don't want to get these	25	Q. So if I refer to the "legacy Boersen parties," it's

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1	the same as the Boersen parties, just those ones that	1 A. Dennis was 10 percent owner of Great Lakes Grain.
2	have stipulated to judgment. Does that --	2 Q. Okay. Now, besides Dennis' 10 percent, any other
3 A.	Okay.	3 involvement or ownership or control of Great Lakes
4 Q.	-- make sense?	4 Grain, LLC by any of the Boersen parties besides
5	Okay. All right. What is your involvement	5 Dennis Boersen?
6	or what was your involvement, if any, in the Boersen	6 A. No.
7	corporate parties? I'm not talking about, obviously,	7 Q. Okay. And just to kind of finish up on what we're --
8	individuals, like Arlan, Sandra, and Dennis, but the	8 well, maybe not finish, but to further what we're
9	Boersen property entities that we just defined.	9 talking about, I'm going to show you what you had
10 A.	So I worked for them for probably ten years. I	10 previously filed as your affidavit on May 21, 2019.
11 started just doing some basic cleaning, the offices,	11 MR. MAGYAR: I guess we can mark that as	
12 opening mail, basic payroll duties, and that really	12 Exhibit 1.	
13 never changed. Did some bookkeeping for them as far	13 MARKED FOR IDENTIFICATION	
14 as entering bills, that kind of thing.	14 DEPOSITION EXHIBIT 1	
15 Q.	Okay. Did you ever manage any of those entities?	15 9:10 a.m.
16 A.	No.	16 BY MR. MAGYAR:
17 Q.	Did you ever perform any of the, I guess, manual or	17 Q. Let me know when you've had a chance to look through
18 farming labor for any of those entities?	18 that.	19 MR. MAGYAR: Can we go off the record for
19 A.	Not -- I dried some corn for them.	20 just one second?
20 Q.	Okay. For --	21 (Off the record at 9:11 a.m.)
21 A.	Just checking dryers during the night.	22 (Back on the record at 9:12 a.m.)
22 Q.	For all of them or any in particular?	23 BY MR. MAGYAR:
23 A.	Boersen Farms Grain.	24 Q. So you've had a chance to review the affidavit?
24 Q.	Okay. Which I don't know that that's even one of the	25 A. I did.
25 parties.		
Page 14		Page 16
1 A.	It's not.	1 Q. Okay. And this is an affidavit you submitted in this
2 Q.	Okay. And so I've just asked you about your	2 litigation on or about May 21st of 2019?
3 involvement with those entities.	3 I'm just looking at the file date. It	
4 On the inverse, what is any Boersen party's	4 looks like maybe you signed it on the 14th.	
5 involvement with, let's say, New Heights Farms I, LLC?	5 A. Yes, it's signed on the 14th.	
6 A.	None.	6 Q. And as I understand this affidavit, it relates to all
7 MR. VANDER VEEN: And just to be clear,	7 of the Great Lakes Grain entities other than the	
8 "Boersen party," you mean Arlan, Sandy, and Dennis	8 original Great Lakes Grain, LLC; is that right?	
9 again?	9 A. That's correct.	
10 MR. MAGYAR: Yes.	10 Q. Okay. And you say in it that these three entities	
11 MR. VANDER VEEN: Okay. Thank you.	11 were organized at your direction with the intent to	
12 MR. MAGYAR: Yep.	12 seek financing, at least part of what they were	
13 THE WITNESS: None.	13 organized for; is that right?	
14 MR. MAGYAR: None.	14 A. That's correct.	
15 BY MR. MAGYAR:	15 Q. And what was the financing you were seeking with those	
16 Q. And what about, if you know, New Heights Farms II,	16 entities, even whether or not it came to fruition?	
17 LLC?	17 A. I was seeking a line of credit to be able to do	
18 A.	farm operations.	
19 Q. And what about Great Lakes Grain IV, LLC?	19 Q. Okay. And that was for what year?	
20 A.	2018, I believe.	
21 Q. And Great Lakes Grain III, LLC?	21 Q. Well, I think the original Great Lakes Grain received	
22 A.	financing and farmed for 2018; is that correct?	
23 Q. And Great Lakes Grain II, LLC?	23 A. We didn't receive financing.	
24 A.	None.	
25 Q. And Great Lakes Grain, LLC?	24 Q. No. Did Great Lakes -- the original Great Lakes Grain	
	25 ever receive any financing?	

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	Page 17	Page 19	
1 A.	No.	1 A.	Yes.
2 Q.	Did it farm?	2 Q.	Sandy Boersen?
3 A.	Yes.	3 A.	Yes.
4 Q.	For what year?	4 Q.	Who's Sandy Boersen?
5 A.	2018.	5 A.	It says Sandra L. Boersen, also known as Sandy.
6 Q.	All right. And how was it able to do that?	6 Q.	Oh, okay. Thank you for clarifying that. I was
7 A.	There was an agreement with Farmland Capital Solutions.	7	making sure -- I didn't know who it was -- I wasn't
8		8	missing somebody.
9 Q.	Okay. Well, I guess while we're talking about that, let me see if we're talking about the same agreement.	9	And then Dennis Boersen is a party, right?
10		10 A.	Yes.
11	MR. MAGYAR: I'm marking Exhibit 2.	11 Q.	And he's also one who stipulated to judgment in this case?
12	MARKED FOR IDENTIFICATION	13 A.	Yes.
13	DEPOSITION EXHIBIT 2	14 Q.	And Ross Boersen is a party?
14	9:14 a.m.	15 A.	Yes.
15 BY MR. MAGYAR:		16 Q.	And then Great Lakes Grain, LLC is a party?
16 Q.	I've marked Exhibit 2, which is a document labeled "Agreement" at the top, and it says that it's made as of May 29, 2018, as the effective date.	17 A.	Yes.
17		18 Q.	And Zeeland Property Investments, LLC is a party?
18		19 A.	Yes.
19	Do you see that?	20 Q.	And Ceres Farms, LLC is a party, right?
20 A.	Yes.	21 A.	Yes.
21 Q.	Is this the agreement you're talking about, in terms of an agreement with Farmland Capital Solutions, that the original Great Lakes Grain was entered into to be able to farm for 2018?	22 Q.	Who is Ceres Farms, LLC?
22		23 A.	Ceres Farms is part of the Farmland Capital Solutions.
23		24	They are a company that buys land and rents it to several different farmers.
24 A.	That's correct.	25	
		Page 18	Page 20
1 Q.	Okay. Well, let's look at the first paragraph of who the parties are to this agreement.	1 Q.	Okay. And I believe this agreement sets out just what you just said, that Farmland Capital Solutions is -- or Ceres Farms, LLC is an owner or the sole member of Farmland Capital Solutions; is that accurate?
2		2	
3	Boersen Farms, Inc., right?	3	
4 A.	Correct.	4 A.	To the best of my knowledge.
5 Q.	And Boersen Farms Properties, LLC, right?	5 Q.	Okay. And how was it, generally, that this agreement made it so that Great Lakes Grain could farm the 2018 crop year without independent financing?
6 A.	Yes.	6 A.	Generally, the agreement gave Great Lakes Grain the ability to farm the acres available from Ceres, and they held their rent until the end of the year so that we could farm those acres.
7 Q.	And Boersen Farms Ag, LLC, right?	7	
8 A.	Yes.	8	
9 Q.	And those first three that we've named are part of what we already defined as the Boersen parties who have stipulated to judgment in this case, right?	9 A.	
10		10	
11		11	
12 A.	Correct.	12	
13 Q.	And then there's also a Boersen Farms Grain?	13 Q.	Okay. Now, on the recitals here, in Recital D, it says: Great Lakes Grain, LLC is a recently organized Michigan limited liability company, which is owned and/or controlled by some or all of the Boersen parties. Do you see that?
14 A.	Yes.	14	
15 Q.	And a Boersen Land Company, LLC?	15	
16 A.	Yes.	16	
17 Q.	And a Boersen Transport, Inc.?	17	
18 A.	Yes.	18 A.	Yes.
19 Q.	Then it goes on to some individuals. There's Arlan Boersen, correct?	19 Q.	And the Boersen parties are defined, up in that first paragraph that we went through, as basically every -- every person or entity with the name Boersen in it; so not including Great Lakes Grain, LLC or Zeeland Property Investment, LLC or Ceres Farms, LLC; is that right?
20		20	
21 A.	Yes.	21	
22 Q.	And Sandra Boersen?	22	
23 A.	Yes.	23	
24 Q.	And those two, as we've discussed, are also Boersen parties that have stipulated to judgment in this case?	24	
25		25 A.	Well, it says "by some or all," so ...

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1 Q.	I just asked who -- when it says "Boersen parties" in Recital D, it's referring to every Boersen entity listed or individual listed in that first paragraph, right?	1 The same page, just right above that Recital F, on Recital E, it says: Zeeland Property Investments, LLC -- and then it uses the same language as the paragraph we just looked at -- is a recently organized Michigan limited liability company, which is owned and controlled by some or all of the Boersen parties.
5 A.	I -- I don't believe so. I don't read it that way.	8 Is that paragraph also inaccurate?
6 Q.	All right. Well, let's look at that first paragraph, kind of in the middle, right -- right before it says: Great Lakes Grain, LLC.	9 MR. VANDER VEEN: Objection. You said "inaccurate"? The other paragraph was not inaccurate. 11 She's testified that it was accurate.
9 A.	Mmm-hmm.	12 MR. MAGYAR: You can object. We don't need 13 speaking objections, and especially if you're leaving 14 in two hours, but you can object.
10 Q.	Do you see where it says: Boersen parties, in parentheses?	15 MR. VANDER VEEN: I'm not leaving in two 16 hours. The deposition is going to be adjourned in two 17 hours.
12 A.	Yes.	18 MR. MAGYAR: Well, there's going to be a 19 two-hour break.
13 Q.	And it's saying that the foregoing parties are collectively referred to as the Boersen parties?	20 MR. VANDER VEEN: Right.
15 A.	The foregoing.	21 MR. MAGYAR: So I'd rather limit the 22 speaking objections so I can get through my 23 questioning.
16 Q.	Right.	24 MR. VANDER VEEN: But you need to 25 accurately state what the --
17 A.	Great Lakes Grain is listed after that.	
18 Q.	I'm asking about just anything that says "Boersen" in it --	
20 A.	Okay.	
21 Q.	-- in this first paragraph, whether it's a person or an individual -- not Great Lakes Grain, not Zeeland Property, not Ceres -- that's who the Boersen parties are?	
25 A.	Correct.	
Page 22		Page 24
1 Q.	Okay. So going back down to Recital D, I do -- I understand that Dennis Boersen, under your testimony, was a 10 percent minority owner in the original Great Lakes Grain.	1 MR. MAGYAR: Make an objection --
5	Who else are the some or all of those Boersen parties, if any, that own or control Great Lakes Grain, LLC?	2 MR. VANDER VEEN: I did.
8 A.	None.	3 MR. MAGYAR: -- without speaking, okay?
9 Q.	So -- so your testimony is that Recital D could have said, instead of what it says, instead of some or all, it could have just said: Only Dennis and Stacy Boersen own or control Great Lakes Grain, LLC?	4 Thanks. Because I disagree with you.
13 A.	I would agree.	5 THE WITNESS: What was the question?
14 Q.	That would have been more accurate?	6 BY MR. MAGYAR:
15 A.	Yes.	7 Q. The question was, with the objection on the record, is Recital E inaccurate, as well?
16 Q.	Did you tell anyone that that should be clarified? It might give the wrong impression that there's more involvement by Boersens than just you and Dennis?	9 A. I don't know.
19 A.	I did not.	10 Q. All right. Who are the Boersen -- the some or all of the Boersen parties who own or control Zeeland Property Investments, LLC?
20 Q.	But you signed this agreement, right?	13 A. I don't know.
21 A.	Correct.	14 Q. What is Zeeland Property Investments, LLC?
22 Q.	And then in Recital F, second -- next page of the same document, it says: The Boersen parties, Great Lakes Grain, LLC -- well, I'm sorry. Let's move up to Recital E. I don't want to skip over.	15 A. I don't know.
23		16 Q. So you wouldn't be one of the owners or controllers of that entity?
24		18 A. I don't believe so.
25		19 Q. Okay. And the next paragraph, the next recital paragraph F, it says: The Boersen parties, the Great Lakes Grain, LLC and Zeeland Property Investments, LLC desire and have requested that Ceres enter into a number of leases with Great Lakes, which will allow Great Lakes to lease and farm certain farms owned by Ceres. And I'll just stop there, because there's a

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1	semicolon there.	1	owned by some or all of the Boersen parties.
2	Is it your understanding that those	2	Do you see that first sentence?
3	entities all desired and were seeking these leases so	3	A. Yes.
4	that Great Lakes could farm certain farms?	4	Q. Do you -- do you have any knowledge about that being
5	A. That all the parties were trying to lease the land; is	5	the case in terms of Ceres having some security
6	that what you're saying?	6	interests of equipment owned by any Boersen party?
7	Q. Well, it's saying that Boersen Farms --	7	A. I don't have knowledge of that, no.
8	A. I know that my -- my part, the Great Lakes Grain,	8	Q. Okay. So you wouldn't know, when it says "some or
9	desired to lease the property from Ceres, correct.	9	all," once again, what Boersen parties we're talking
10	Q. Okay. Do you have any insight as to why all of these	10	about?
11	Boersen parties desired to have Ceres enter into the	11	A. No.
12	leases with Great Lakes?	12	Q. But you have some leases with Boersen parties to lease
13	A. I can't speak for the other parties, no.	13	some equipment, right?
14	Q. Have you spoken to anyone about this agreement that	14	A. For '18 and '19, we did, yes.
15	was a Boersen party?	15	Q. But you don't know whether any of that equipment
16	A. No.	16	you're leasing is the same equipment that's being
17	Q. Did you speak with your husband about this agreement?	17	talked about here?
18	He's a Boersen party, right?	18	A. I do not know.
19	A. Correct.	19	Q. The second sentence talks about financial
20	Q. Okay. So you have no idea why any of the Boersen	20	accommodations that Ceres is giving the Boersen
21	parties would indicate their desire for this agreement	21	parties under this agreement.
22	that's listed here in Recital F?	22	Do you see that?
23	A. Besides Dennis, as part of Great Lakes Grain.	23	A. Yes.
24	Q. Right. But where it says, "the Boersen parties	24	Q. What -- what are those financial accommodations?
25	desire," amongst the others who desired, you don't	25	A. I can speak as to Great Lakes Grain.
	Page 26		Page 28
1	know why they desired that?	1	Q. I'd like you to speak as a party to this contract that
2	A. No.	2	you signed, if you would.
3	Q. And just to confirm, when we looked at the back of	3	A. My only part in this contract was under Great Lakes
4	this agreement, that is signed by all the Boersen	4	Grain. So I can speak to the knowledge I know about
5	parties, right?	5	my company, Great Lakes Grain.
6	A. Yes.	6	Q. All right. Does it tell me somewhere in here that
7	Q. What benefit would a Boersen party receive out of	7	you're only signing and you can only speak about an
8	signing on to this agreement?	8	agreement you're signing as to only portions of it?
9	A. None.	9	MR. VANDER VEEN: You're talking about like
10	Q. Were any debts owed by Boersen parties being paid to	10	the signature line?
11	Ceres as a result of this agreement?	11	MR. MAGYAR: I'm asking if there's a
12	A. I don't believe so.	12	portion in the contract that the witness can point to
13	Q. Were any revenue as a result of crops farmed by Great	13	me that disclaims or -- or makes her a party to only
14	Lakes Grain, LLC, in 2018, used under this agreement	14	portions of it.
15	to pay Ceres for debts owed by Boersen parties?	15	THE WITNESS: Well, I mean, I signed for
16	A. No.	16	Great Lakes Grain. I did not sign for any of the
17	Q. If you flip ahead to the same agreement, now I'm on	17	other Boersen parties. Great Lakes Grain is all I
18	paragraph 14 called "Equipment."	18	signed for.
19	Go ahead and take -- it's kind of a lengthy	19	BY MR. MAGYAR:
20	paragraph that goes just a little bit onto the next	20	Q. Okay. But you're a party to the entire agreement,
21	page. So go ahead and take a moment, if you would, to	21	right?
22	read that. Let me know when you've had a chance.	22	A. I am a party to the agreement, yes.
23	A. Okay.	23	Q. And those other parties that we're talking about
24	Q. First sentence says that: Ceres and/or Farmland	24	included your husband and your mother-in-law and your
25	Capital has security interest in security equipment	25	father-in-law, right?

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1	A. Yes.	
2	Q. And if we go back to Recital F, which was the second page of the document, it again talks about to provide the Boersen parties and Great Lakes -- this is the second to the last line -- certain financial accommodations which will allow Great Lakes to produce farm crops on such farms in 2018.	1 at regarding equipment. 2 Do you know whether Ceres -- and I'm 3 looking in the second sentence -- Ceres or Farmland 4 ever released or paid over proceeds from the sale of 5 any equipment that it had a security interest on?
6		A. I don't know. Great Lakes Grain never owned equipment.
7	Do you see that?	8 Q. What equipment did Great Lakes Grain use?
8	A. Yes.	9 A. It rented equipment.
9	Q. So I would ask you again if you understand, based on being a party to this contract, what is meant by "financial accommodations"?	10 Q. From who?
10	A. I understand what is meant by financial accommodations to Great Lakes Grain, which was postponing rent due that year so that we were able to farm, and so I was able to farm in 2018.	11 A. From Boersen Farms & Affiliates.
11	Q. And why was Ceres agreeing -- or what consideration was Ceres getting for the postponement of rent?	12 Q. So if we looked at those leases, you would have knowledge of that as one of the -- from Great Lakes Grain's perspective, the party renting the equipment, right?
12	A. What consideration?	13 A. I had a lease with Great -- or with Boersen Farms & Affiliates to rent equipment.
13	Q. Yeah.	14 Q. And we're just talking about for Great Lakes Grain, right, right now?
14	A. I mean --	15 A. (Nodded head.)
15	Q. Why did Ceres agree to postpone to make that, as it says, financial accommodation?	16 MR. VANDER VEEN: You have to answer verbally.
16	A. I guess that would be a question for them.	17 THE WITNESS: Yes. Sorry.
17	Q. You don't have an understanding as being a contracting partner with them in this agreement?	18 BY MR. MAGYAR:
18		19 Q. So let's move beyond the 2018 crop year.
	Page 30	
1	partner with them in this agreement?	20
2	MR. VANDER VEEN: Objection, characterizes her as a partner with Ceres, and she's not a partner in Ceres.	21 Has Great Lakes Grain, the original, farmed in any subsequent year?
3		22
4	MR. MAGYAR: I don't need -- I said "contracting partner," not a partner in Ceres, and your objection alone will do. Thank you.	23 A. After 2018?
5		24 Q. Right.
6	THE WITNESS: Can you repeat the question,	25 A. There was maybe around 2,000 acres of winter wheat that was planted in 2018. Technically, the profit comes in in 2019.
7	please?	26 Q. Okay. Was the actual farming done in 2018?
8	BY MR. MAGYAR:	27 A. The actual planting of the crop?
9	Q. So you don't understand, as a party to this agreement, what would have motivated Ceres to make that financial accommodation?	28 Q. Yeah. Yeah.
10	A. I just know that I met with them. It was a lot of ground, for them, to stand idle in the year if -- if I did not farm it, and so that was -- they were going to get paid no matter what on the land rent, because they had a lien on my crop. And so I'm assuming that rather than having their land stand idle for 2018, that many acres, that that is why they chose to postpone rent.	29 A. It's harvested in the spring, though, of 2019.
11	Q. Okay. So what's the point of the Boersen parties being signatories to this agreement?	30 Q. Okay. After that, anything more by Great Lakes Grain?
12		31 A. No.
13		32 Q. And why not?
14		33 A. We -- I mean, we couldn't get financing in Great Lakes Grain. I could not secure a finance year in Great Lakes Grain.
15		34 Q. And was that based on this lawsuit, is that why, or are there other reasons?
16		35 A. Yeah, some -- yeah. Yes.
17		36 Q. And was that -- we talked earlier about the Great Lakes Grain II, III, and IV entities.
18		37 A. Yes.
19		38 Q. Was that how they came into the mix, to try to obtain the financing that the original Great Lakes Grain
20		
21		
22		
23		
24		
25		

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1	wasn't obtaining?	1	of this lawsuit, right?
2	A. Yeah. I started those companies in order to hopefully	2	A. Correct.
3	get a line of credit but was unable to.	3	Q. And I'm trying to understand why, then, this lawsuit
4	Q. Okay. And why were those parties not able to?	4	impeded those which were not, at the time, yet parties
5	A. Part because of the lawsuits.	5	to the case and nor were you, why -- why you believe
6	Q. Were they too --	6	that impeded them from getting financing?
7	A. Or this lawsuit.	7	A. I can only speak as to the lender, potential lender,
8	Q. Did anyone tell you that it was too similar to the	8	said because of the lawsuits. So that is all I can
9	original Great Lakes Grain that was a party to the	9	speak to. He did not say whether it was related to
10	suit or anything like that?	10	the sounding of the name, like you're suggesting, or
11	A. Not that I recall.	11	anything like that. He did not say.
12	Q. So why were they unsuccessful, those entities, the	12	Q. Okay. So if we move forward then, you were able to
13	Great Lakes Grain II, III, IV, in getting the	13	create an entity that did get financing called New
14	financing?	14	Heights Farms I, LLC, right?
15	A. I would say partly because of this lawsuit.	15	A. That is correct.
16	Q. Okay. But if it's because of this lawsuit but not	16	Q. What do you believe is the basis for New Heights being
17	because they sound like the defendant Great Lakes	17	able to get financing where Great Lakes Grain II, III,
18	Grain, then why do you think it's because of this	18	and IV had previously been unsuccessful?
19	lawsuit?	19	A. Well, I think we just found somebody that fit our
20	A. Because, I mean, that's a huge lawsuit on a new	20	portfolio better. You know, Nick and I decided to go
21	company, 15 million dollars.	21	off on our own. We did this on our own. Got our own
22	Q. Right. But I think what I'm understanding you saying	22	financing. These people that we are financed with, Ag
23	is that these were new companies; they weren't the	23	Resource Management, they are known for wanting to
24	original Great Lakes Grain, right?	24	help first-time farmers.
25	A. That's correct. I owned them solely myself.	25	Q. Okay. So they were not the ones who denied Great
	Page 34		Page 36
1	Q. Okay. And so you're saying it's because of this	1	Lakes Grain II, III, and IV?
2	litigation that they couldn't get financing.	2	A. No.
3	Is it because they were too close sounding	3	Q. Okay. What, in your mind, was the motivation to, I
4	in name to the original Great Lakes, or why -- why	4	guess, go through the rigamarole of a whole new entity
5	would this lawsuit impede Great Lakes Grain II, III,	5	in New Heights rather than, say, take Great Lakes
6	and IV from getting financing?	6	Grain II, III, or IV on the road; after you were
7	A. Well, because it's my name on the lawsuit. You're	7	unsuccessful with one, take them to this other lender
8	suing me personally.	8	that you were successful with who wants to help new
9	Q. Well, I'm talking about at the time you were trying to	9	entities? What made you think you needed a new entity
10	get financing. So I think we need to have a time	10	at that time?
11	frame here. I don't think you were a party to the	11	A. So my son came to me after his first semester of
12	suit at that time, right?	12	college, and it looked like he did not like school.
13	A. Not personally, but Great Lakes Grain was.	13	And he came to me and asked me if -- all he wanted to
14	Q. Okay. But I think you just --	14	do was farm. So we sat down and we brainstormed, and
15	A. You added II, III, and IV maybe later.	15	I said I would help him any way I could.
16	Q. Right.	16	And we went out and got our own financing
17	A. Mmm-hmm.	17	with ARM. Him and I sat down and brainstormed for a
18	Q. Okay. And your testimony, while -- while you were not	18	name; had really nothing to do with trying not to use
19	a party to the suit and only the original Great Lakes	19	Great Lakes Grain or anything like that, but we -- we
20	Grain was a party to the suit --	20	came up with the name together.
21	A. Mmm-hmm.	21	Q. Okay. So you didn't -- I mean, but, presumably, at
22	-- you attempted to get financing by Great Lakes Grain	22	the time, you still had these, for lack of a better
23	II, III, or IV --	23	word, shell companies that were already created and in
24	A. That's correct.	24	existence, just sitting there doing nothing, right?
25	Q. -- and you said you couldn't because -- partly because	25	A. Correct.

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	Page 37	Page 39
1 Q.	So did you discuss with Nick at all --	1 basic nature of the Great Lakes Grain. Is it
2	MR. MAGYAR: Do you go by Nick or Nicholas?	2 different for these policies?
3	MR. BOERSEN: Nick.	3 A. So the -- the ARMtech is an added-on policy, and it's
4 BY MR. MAGYAR:		4 a band coverage; so it covers your yield, things like
5 Q.	-- Nick just using one of those, or you --	5 your test weights. It's -- it's just -- it's like an
6 A.	I really didn't discuss that with him.	6 addition to your --
7 Q.	Do you have to pay a fee to organize an LLC?	7 Q. And what --
8 A.	No.	8 A. -- regular crop insurance.
9 Q.	No?	9 Q. Okay. And what about that regular policy?
10	All right. I want to talk about crop	10 A. It would be for the same -- all the same.
11	insurance. Great Lakes Grain, the original for the	11 Q. As what the -- as what the Great Lakes Grain was for
12	2018 year, when it had the arrangement with Ceres to	12 2018?
13	defer the rent, that was insured, right? It had crop	13 A. That one, I think New Heights II differs -- or New
14	insurance?	14 Heights Farms differ a little bit from what Great
15 A.	Correct.	15 Lakes Grain is, but I would have to look at the
16 Q.	And who was that through?	16 policies exactly.
17 A.	Great American Crop Insurance.	17 Q. But you think it may have some differences; pretty
18 Q.	Okay. And what did you have to do to obtain that crop	18 similar, though?
19	insurance?	19 A. Yes.
20 A.	I called Chris Shellenbarger, who was my insurance	20 Q. And you obtained a lender for New Heights for the 2019
21	agent, and she set it all up for me.	21 crop year, right?
22 Q.	Okay. And do you remember what she had to do to set	22 A. Yes.
23	it up?	23 Q. Who is that?
24 A.	I don't know what she did to set it up, no.	24 A. Ag Resource Management.
25 Q.	And what's your understanding of the purpose of crop	25 Q. And they, presumably -- we'll get into documents
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1	insurance?	1 later. But just as a general matter, they have a
2 A.	It's to cover for crop disaster. It can cover for --	2 security interest or a lien on the 2019 crop as part
3	for low yields, hail, rain, replants.	3 of that loan arrangement, right?
4 Q.	And what is your understanding of the types of crop	4 A. The crop and the crop insurance.
5	insurance, or is that basically what you just	5 Q. And when you say that, you mean if you did have to
6	described?	6 make a claim because of some disaster, this lender
7 A.	Yeah, basically.	7 would be entitled to the proceeds, the payout of the
8 Q.	I mean, are there different types for -- depending on	8 insurance; is that right?
9	what type of disaster you just mentioned?	9 A. Correct, until they're paid off in full.
10 A.	I mean, you can buy -- it's just like -- you can buy	10 Q. And I know you already said it, but I just want to
11	all different types of crop insurance. As far as, you	11 make sure I understand it, who is your crop insurance
12	know, maybe you only buy crop insurance for a replant	12 company?
13	if you have too much rain; or you buy crop	13 A. Great American.
14	insurance -- you can buy all the way up to losing	14 Q. And your broker?
15	yields.	15 A. Chris Shellenbarger.
16 Q.	And what did -- what did Great Lakes Grain have for	16 Q. Is that the same for both Great Lakes Grain, the
17	2018?	17 original, and New Heights Farms I?
18 A.	It was just a basic municipal policy.	18 A. Yes.
19 Q.	And what about New Heights Farms I, LLC for 2019, what	19 Q. Okay. What about New Heights Farms II?
20	insurance did it have, if any?	20 A. Are you asking me is it the same crop insurance?
21 A.	We have Great American Crop Insurance and ARMtech.	21 Q. Yes.
22 Q.	And does the policy -- are those two different	22 A. Correct.
23	policies then?	23 Q. And are you an owner or manager of New Heights Farms
24 A.	Correct.	24 II?
25 Q.	And what did those cover? I think you described the	25 A. No.

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1 Q.	But it sounds like you have knowledge of the workings	1 A.	It's reported to the crop insurance every year.
2 of that entity?		2 Q.	How do you collect it in order to be able to report
3 A. Yes.		3 it?	
4 Q.	Okay. And that's based on your collaboration with	4 A.	We have monitors that we can monitor what's going into
5 your son or discussions with your son?		5 the combine on the properties, and we pull that data.	
6 A. Correct.		6 Q.	And I think you just answered my next question. To
7 Q.	How were you introduced to Great American as -- as an	7 whom is it reported? It's to the insurer. Anybody	
8 insurance company?		8 else?	
9 A.	Chris was doing insurance for Dennis for years; and so	9 A.	I think the counties probably can have record to that,
10 when I took on Great Lakes Grain, I went to her.		10 too, the FSA offices.	
11 Q.	Okay. So that was a relationship for insurance that	11 Q.	And what effect, if any, does a farmer's APH have on
12 existed prior to Great Lakes Grain with the Boersen		12 the ability to get crop insurance?	
13 parties?		13 A. None.	
14 A. Yes.		14 Q.	Will it affect the rates?
15 Q.	Okay. Where are their offices, this Great American?	15 A.	The rates of the crop insurance?
16 A.	I don't know where their office is. She's from like	16 Q.	Yeah.
17 Petoskey or some area.		17 A. No.	
18 Q.	Okay. What was your mode of communication, mostly?	18 Q.	So what is the -- if it doesn't affect the ability to
19 Would you email? Call?		19 obtain rates, what is the purpose of the requirement	
20 A.	I just pick up the phone and call her and ask -- you	20 of APH?	
21 know, told her to put the policies together and in		21 A.	So an APH would be set on a field. So let's say I'm
22 place. And for New Heights, then she worked pretty		22 farming a particular acre or farm, and the APH is,	
23 directly with ARM to get the coverage that they		23 just say, 180, which would be 180 bushel per acre. So	
24 required for our line of credit.		24 if I come in under that, then that would -- on that --	
25 Q.	Okay. And so with her being up there and you guys	25 on that farm, then that would trigger payment from the	
Page 42		Page 44	
1	talking by phone a lot, when she would need	1	crop insurance.
2 information, documents, anything she may need for		2 Q.	All right. Well, then, I guess, maybe I'm getting
3 the -- for the application process for the insurance,		3 ahead of myself.	
4 how would you communicate that to her?		4	Do you have to establish that that 180 is a
5 A. Probably by email.		5 reasonable number or likely to be obtained in order	
6 Q.	Now, I know you testified regarding this add-on	6 for an insurance company to say, you know, "Okay,	
7 coverage for New Heights. Other than that, have you		7 we'll pay you if you don't make it," or they just take	
8 worked with any other crop insurance companies?		8 your word for it?	
9 A. No.		9 A. I guess I don't understand your question.	
10 Q.	But that is a separate company, this ARMtech, than --	10 Q.	Well, you said if you fall short of what your -- are
11 A. Yeah. I mean, Chris -- I mean, it's separate from the		11 you saying that you basically have sort of estimates	
12 Great American. It's called ARMtech.		12 of what's going to happen in the year for -- for your	
13 Q.	Do they kind of specialize on these --	13 crop; is that what you're saying when you talked about	
14 A. Band coverage, correct.		14 the 180? An anticipated yield?	
15 Q.	Okay. Are you familiar with Actual Production	15 A. Yeah, I mean, we always have anticipated yield.	
16 Histories?		16 Q.	I mean, I don't want to put words in your mouth. Help
17 A. APHs, yes.		17 me understand what you meant by the example with the	
18 Q.	Sorry. I should have just said it that way. At least	18 180.	
19 we have, for the record, what that stands for.		19 A. So, in other words, if -- if for some reason our	
20 How is that information collected? Well,		20 bushel on those acres fell below a certain percent of	
21 actually, let's even scratch that question.		21 what the APH is, then that would trigger a possible	
22 What is an APH?		22 loss on your crop insurance.	
23 A. It's the history of a certain amount of bushel that's		23 Q.	Okay. So the APH, when you talk about the 180, you're
24 produced on a certain piece of property or farm.		24 talking about that was -- and, you know, usually	
25 Q.	And how is that information collected?	25 actual production history -- that was like the	

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1	previous year of production?	1	information you need to get to Chris?
2 A.	Usually, it goes back, I believe, three -- three to five, but you can -- yeah.	2 A.	No.
3 Q.	How much APH did you have to submit, for example, for Great Lakes Grain for the 2018 year?	3 Q.	What -- what would you give to her? I'm sorry if you just said it, but ...
4 A.	I didn't submit any APHs.	5 A.	I gave her the list of farms that we would be farming.
5 Q.	How did you get insurance for Great Lakes Grain?	6 Q.	And that's it?
6 A.	I called Chris.	7 A.	Yes.
7 Q.	Okay. And how did she get -- how did your agent, as your agent, get Great Lakes Grain insurance for 2018?	8 Q.	Were any of the farms on that list farms that no Boersen entity had ever farmed?
8 A.	I don't know how she did.	9	
9 Q.	Okay. And how did she get -- how did your agent, as your agent, get Great Lakes Grain insurance for 2018?	10 A.	I -- no.
10 A.	I don't know how she did.	11 Q.	So if Chris had the records from her prior work for these Boersen entities, she would have them for every piece of track/property/land that Great Lakes Grain or New Heights Farm was farming; is that accurate?
11 Q.	Well --	12	
12 A.	She filled out the application. I reviewed and signed.	13	
13 Q.	All right. Would it be fair to say, based on your knowledge of the industry and working in it, that in order to obtain insurance, you have to submit a certain number of years' worth of this production history?	14	
14 A.	No.	15 A.	I would assume so.
15 Q.	Okay. So, I mean, it's -- did Great Lakes Grain have to submit some of the Boersen entities' prior production history as part of this crop insurance endeavor for Great Lakes Grain?	16 Q.	Are you familiar with the beginning farmer/rancher rules that apply to crop insurance?
16 A.	I did not submit anything to Chris. Like I said, I	17	
17		18 A.	Same.
18 Q.		19 Q.	Is that what you were farming as under Great Lakes
19		20	Grain, a beginning farmer?
20 A.		21 A.	No.
21 Q.		22 Q.	Okay. What about New Heights Farms I or II?
22		23 A.	New Heights Farms II.
23		24 Q.	Was a beginning farmer?
24 A.		25 A.	Mmm-hmm.
	Page 46		Page 48
1	picked up the phone and I called her and she did the -- she did the application.	1	Q. What was Great Lakes Grain farming as?
2 Q.	But I think we said earlier that she was the one already -- she already had all that information and did all the work for the Boersen parties before that, right?	2 A.	I mean, I -- I don't understand the question, I guess.
3 A.	I would assume so.	3 Q.	If not a beginner, what was it farming?
4 Q.	All right. So what kinds of documents, if any, did Chris need from you to put together these applications?	4 A.	Not a beginner. I don't know what they would call that.
5 A.	I called her. She filled out the application. The only thing I provided her with was the list of the farms that I was going to be farming.	5	
6 Q.	That's for Great Lakes Grain?	6 Q.	Okay. And that's the same for New Heights I?
7 A.	Great Lakes Grain. Also, New Heights I and II.	7 A.	Correct.
8 Q.	Okay. Were you the point person or was it Nicholas for -- or Nick, for New Heights Farm II, LLC, when having these dealings with Chris?	8 Q.	Before moving on that line of questioning, because we were just talking about your agent Chris, you don't know one way or the other whether she used Boersen properties' information -- or any Boersen party's APH or other historical data in doing the applications for Great Lakes Grain or New Heights I?
9 A.	We both met with Chris.	9	
10 Q.	Okay. Or responded to any questions she had or provided --	10	
11 A.	Correct.	11	
12 Q.	-- that information, just whoever she could reach?	12	
13 A.	Mmm-hmm. Yes.	13	
14 Q.	So besides -- well, would APH be some of the	14	MR. VANDER VEEN: Just to clarify, the Boersen parties, you're talking about the Boersen parties that are parties to this suit --
15		15	MR. MAGYAR: Correct.
16		16	MR. VANDER VEEN: -- that you identified earlier?
17		17	MR. MAGYAR: Correct.
18		18	MR. MAGYAR: Correct.
19		19	THE WITNESS: You would have to ask her. I don't know.
20		20	MR. MAGYAR: You don't know.
21		21	BY MR. MAGYAR:
22		22	MR. MAGYAR: So, presumably, if she did, but you don't know, she
23		23	
24		24	
25		25	

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1	would have had to have sought their permission to use		
2	their -- to submit their information with somebody		
3	else's application?		
4	A. I don't know.	1	A. Yes.
5	Q. Okay. So for any Boersen party for which they used	2	Q. So whether we're talking about the farm -- a defined
6	Chris as their agent for insurance, do you know which	3	Boersen party or any other entity on earth, it would
7	Boersen entities used Chris and -- and Great American?	4	be the same testimony; that you weren't the manager or
8	A. I know Boersen Farms Grain did.	5	owner or controller or farmer of that entity, because
9	Q. Okay.	6	you start with Great Lakes Grain in 2018; is that
10	A. I believe probably all the entities did for crop	7	right?
11	insurance that had crop insurance.	8	A. Just what my involvement was in the Boersen Farms
12	Q. And I think you already testified, so I can probably	9	Grain.
13	skip this one, but just to confirm, you weren't	10	Q. Right, which we've talked about.
14	involved in the farming operation of any of those	11	A. But I wasn't a manager, no.
15	Boersen parties --	12	Q. Of any farm?
16	A. No.	13	A. I -- I -- yeah, I performed small farming functions
17	Q. -- correct?	14	for Boersen Farms Grain.
18	And you didn't participate in the operation	15	Q. Okay. Okay. I just want to make sure there's not
19	or establishment of the yield production for the	16	some oddball, outlier company that we're just totally
20	acreage for those Boersen parties?	17	overlooking or not talking about, so --
21	A. No.	18	A. No.
22	Q. Did you have a share of the crop on the acreage from	19	Q. Okay. And does Great Lakes Grain, the original, the
23	any Boersen party?	20	2018 one, does that exist as a company anymore in
24	MR. VANDER VEEN: Again, just to be clear,	21	terms of being active with the State of Michigan as a
25	we're talking about the Boersen companies that are	22	limited liability company?
		23	A. I don't know if it's active right now. I know that
		24	it's not performing any crops --
		25	Q. Okay.
		Page 50	Page 52
1	listed on the caption, right?	1	A. -- in 2019, besides to finish that winter wheat in the
2	MR. MAGYAR: Well, I'll open it up. That's	2	spring.
3	a good clarification.	3	Q. Why did Dennis have a 10 percent minority interest in
4	BY MR. MAGYAR:	4	the original Great Lakes Grain? Dennis Boersen.
5	Q. How about any of the Boersen parties listed in that	5	A. What do you -- I guess I don't understand the
6	agreement that we -- we looked at with Ceres,	6	question. Why?
7	Exhibit 2, that we talked about the definition of the	7	Q. Yeah. What was -- I mean, I think you said he doesn't
8	Boersen parties in there?	8	have any interest in New Heights I --
9	A. I believe, at some point, I had a small share in	9	A. No.
10	Boersen Farms Grain.	10	Q. -- or New Heights II.
11	Q. Okay. What was your share?	11	A. No. So him and I were going to go, you know, into
12	A. I don't -- I don't even know off --	12	business together to do Great Lakes Grain, and we were
13	Q. But you didn't manage --	13	hoping to continue farming in 2019, with Great Lakes
14	A. No.	14	Grain, and years beyond.
15	Q. -- Boersen Farms Grain? You didn't do the farming	15	Q. But now you're not in business with him?
16	work, right? Other than I think we talked about	16	A. No.
17	the -- was there corn --	17	Q. So if that was the hope, what changed?
18	A. Yeah.	18	A. What changed?
19	Q. Yeah.	19	Q. Yeah. You hoped to go into business together; now
20	A. And, you know, I might have ran parts to the field or,	20	you're not.
21	also, maybe a seed tender, that kind of thing.	21	A. Because my son came to me, and we had a unique
22	Q. Okay. And, I guess, to sort of note that	22	business opportunity to start together.
23	clarification that counsel made, other than Great	23	Q. So it had nothing to do with Dennis having other
24	Lakes Grain -- well, is Great Lakes Grain, the	24	creditors, judgments?
25	original, your first farming entity, so to speak?	25	A. Absolutely it did, yes.

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1 Q.	In your, I mean, I guess, relatively brief experience	1 co-counsel, so maybe it will be ten minutes. Is that
2 with at least the new entities getting insurance,	2 all right?	3 MR. VANDER VEEN: Sounds good.
3 Great Lakes Grain and New Heights I, have you -- has	4 (Off the record at 10:02 a.m.)	5 (Back on the record at 10:13 a.m.)
4 the amount of coverage varied?	6 BY MR. MAGYAR:	
5 A. Well, this year, we bought extra coverage in order to	7 Q. All right. We spoke earlier, a little bit of detail	
6 keep our line of credit happy --	8 about your insurance agent Chris -- and what was her	
7 Q. Right, the --	9 last name?	
8 A. -- with the amount, the band coverage, yes. So that	10 A. Shellenbarger.	
9 was something brand-new for me to see.	11 Q. Shellenbarger.	
10 Q. Because, for instance, in one of the documents we just	12 And I think I understood from the	
11 received in your production, there was a payment of --	13 testimony, tell me if it's wrong, that, essentially,	
12 I can submit it if you want me to, but --	14 you asked her to submit what you need to to obtain	
13 MR. MAGYAR: I guess we can just mark it as	15 crop insurance for Great Lakes Grain in 2018, right?	
14 an exhibit, but it's really just to help with the	16 A. Yes.	
15 questioning.	17 Q. And same for New Heights I in 2019?	
16 MARKED FOR IDENTIFICATION	18 A. Yes.	
17 DEPOSITION EXHIBIT 3	19 Q. Okay. Did you have to ultimately sign the documents,	
18 10:00 a.m.	20 the application?	
19 BY MR. MAGYAR:	21 A. Yes.	
20 Q. It looks like that was a payment of \$70,737 in	22 Q. Okay. Did you read it when you had to sign it?	
21 September of 2019, to Great American from Great Lakes	23 A. I looked it over.	
22 Grain [sic]; is that right?	24 Q. All right. So you were -- in other words, you were	
23 A. No. That was -- yeah, from Great American to Great --	25 authorizing your agent to do what was necessary to	
24 Great Lakes Grain, yes.		
25 Q. Okay. And what was that for?		
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1 A. That was for an insurance claim on the winter wheat.	1 procure the insurance, right?	
2 Q. And that winter wheat is what you were talking about	2 A. Correct.	
3 was the last thing that went into 2019, right, from --	3 Q. And you understand when signing and submitting, then	
4 A. Correct.	4 you're making a representation to the federal	
5 Q. -- from Great Lakes Grain?	5 government that it's true and accurate?	
6 And what became of those proceeds; were	6 A. Yes.	
7 they applied under that agreement we looked at earlier	7 Q. So you're saying if Chris had used APH data from	
8 to Ceres, or what happened with that money?	8 Boersen parties, you didn't appreciate it, maybe, or	
9 A. No. This money went to pay Logan Agri-Services.	9 you didn't realize it if this happened, but she was	
10 Great Lakes Grain owed him a little bit of money for	10 authorized to do it, as far as you were concerned?	
11 seed, fertilizer, and chemicals from 2018.	11 A. I didn't say that I did not appreciate it.	
12 Q. So Logan was like, basically, the input provider, the	12 Q. I mean appreciate in terms of understand, not like	
13 lender for that?	13 appreciate in the common sense like --	
14 A. Yes, the input provider. Mmm-hmm.	14 A. I understand that I trusted her to secure the crop	
15 Q. Okay. And how much in total was Logan owed? Did --	15 insurance for me for what I needed for both Great	
16 did Logan get paid off in full?	16 Lakes Grain and New Heights I and II for him. And,	
17 A. Yes. I don't know what the total amount was.	17 yeah, I mean, I know she did her job good.	
18 Q. It was something more than this insurance amount?	18 Q. All right. So if that included submitting APH data	
19 A. Yes.	19 based on the same lands having been farmed by prior	
20 Q. And that was based on revenue from the GLG -- or the	20 Boersen parties, then she was authorized to do that?	
21 Great Lakes Grain crop --	21 A. Absolutely.	
22 A. Yes.	22 Q. And that would have been part of what you were signing	
23 Q. -- year?	23 off on?	
24 MR. MAGYAR: Let's take maybe a five-minute	24 A. Yes.	
25 break. I'm going to use the restroom and talk with my	25 Q. Okay. And you understand under -- that if that's what	

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	Page 57	Page 59
1	Chris did in terms of using another prior -- another	
2	production history of a prior entity, then that would	
3	make Great Lakes Grain or New Heights I a transferee	
4	of that data in terms of applying for crop insurance;	
5	do you understand that?	
6	A. No, I do not understand that.	
7	Q. Okay. Have you looked at any of the -- at the	
8	handbooks governing this kind of insurance?	
9	A. No, I have not.	
10	Q. Okay. Like the 2019 Crop Insurance Handbook issued by	
11	the United States Department of Agriculture, Federal	
12	Crop Insurance Corporation/Risk Management Agency?	
13	A. I have not seen that, no.	
14	Q. So on signing the application, you would be relying on	
15	what -- what Chris did in terms of whether you were	
16	submitting proper information to the government?	
17	A. Yes.	
18	Q. But you're certain, at least -- not talking about New	
19	Heights II, but for New Heights I and Great Lakes	
20	Grain -- that you were not operating under the --	
21	under a beginning farmer method, right?	
22	A. I don't believe so.	
23	Q. Okay. Would it be you or Nick, or either one, to be	
24	the best person to talk to about seeking insurance as	
25	a -- as a new farmer for New Heights II?	
	Page 58	Page 60
1	A. Either one.	
2	Q. What's your understanding of how the application	
3	process -- or the application or the ability to obtain	
4	insurance differs for a, you know, new farmer versus a	
5	non-new farmer like Great Lakes Grain or New Heights	
6	I?	
7	A. Again, Chris did that offer for him that --	
8	Q. So when I asked a moment ago --	
9	A. So I -- all I know -- all I know of -- the only	
10	advantage I know of him is the crop insurance is a	
11	little bit cheaper.	
12	Q. So, really, it's -- it's Chris I would need to talk	
13	to --	
14	A. Yes.	
15	Q. -- if I was going to talk about the ins and outs about	
16	applying for insurance, right?	
17	A. Yes.	
18	Q. Okay. Or look at the documents that we have	
19	subpoenaed from Great American, but I haven't	
20	received, right, in terms of --	
21	A. I don't know that you haven't received them. I don't	
22	know.	
23	Q. Well, I'm telling you I haven't received them.	
24	A. Okay.	
25	Q. Have you ever met with Chris in person, your agent?	

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	Page 61	Page 63
1 A.	Yes.	
2 Q.	Let me see that exhibit.	1 Q. So you don't know if you put pen to paper?
3	MR. MAGYAR: For the record, I'm not saying	2 A. I couldn't tell you.
4	that the witness said any specific number of pages,	3 Q. So you wouldn't remember, then, if it was on a tablet
5	but this document is one, two --	4 or a voluminous document?
6	THE WITNESS: Can I make a correction on	5 A. That's correct.
7	that? Because I signed with a finger on a notepad or	6 Q. How old is Nick?
8	her -- now I recall that.	7 A. Nineteen.
9	MR. VANDER VEEN: Kind of like a tablet,	8 Q. Nineteen. So born in 1990?
10	when you say "notepad"?	9 A. 2000.
11	THE WITNESS: Correct. Yes.	10 Q. I'm sorry, 2000. Shows you how old I am. Yeah,
12	BY MR. MAGYAR:	11 because I'm a lot older than that.
13	Q. All right. Exhibit 2 is 15 pages. But I think what	12 Did he work for like the family farming
14	you just testified is that you -- did you have any	13 prior to New Heights?
15	hard copy documents?	14 A. Yes.
16	A. I don't believe so.	15 Q. What -- so that would have been with Great Lakes Grain
17	Q. Okay. So it was all on tablet?	16 and prior Boersen parties?
18	A. Correct.	17 A. Yeah, I guess. Not really Great Lakes Grain.
19	Q. And when you looked at the tablet, it was for a	18 Q. Okay. Well, again, let's limit it then to any Boersen
20	finger, electronic signature?	19 party. What kind of activities?
21	A. Yes.	20 A. Since he was 14, he's been driving tractors,
22	Q. Did it have pages electronically to scroll through?	21 combining, planting, field cultivation.
23	A. Yes.	22 Q. All right.
24	Q. So you could have viewed the entire application?	23 A. And probably before that, ten years old, I think was
25	A. Correct.	24 the first time he was in a tractor.
		25 Q. All the stuff I would have expected you to say.
	Page 62	Page 64
1 Q.	Including any documents submitted with the	1 But, again, to get into any kind of
2	application?	2 discussion about what, if any, impact that would have
3 A.	I assume so.	3 on then becoming a new farmer for his own company
4 Q.	And did you do that at that time?	4 would be questions for Chris, in terms of applying for
5 A.	I looked at the document, and I signed the document.	5 insurance?
6 Q.	And this was 2019, for New Heights I, is what we're	6 A. Correct.
7	talking about?	7 MR. MAGYAR: I'll mark this as the next
8 A.	Yes.	8 exhibit. We're on 4 now.
9 Q.	Did you have a similar meeting for Great Lakes Grain	9 MARKED FOR IDENTIFICATION
10	insurance?	10 DEPOSITION EXHIBIT 4
11 A.	Yes.	11 10:26 a.m.
12 Q.	And would all the same sort of structure apply: You	12 BY MR. MAGYAR:
13	met in person, you used a tablet, you signed	13 Q. Go ahead and take a look at that document. Let me
14	electronically, it was --	14 know when you've had a chance.
15 A.	I don't recall if that was electronic or not.	15 A. Yeah.
16 Q.	Okay. So let's talk about that then. When would	16 Q. Okay. What is this document?
17	you --	17 A. This is a creditor -- creditor agreement with Logan Ag
18 A.	And --	18 Services and Great Lakes Grain.
19 Q.	Would you -- I'm sorry, go ahead.	19 Q. It looks like --
20 A.	Go ahead.	20 A. And -- go ahead.
21 Q.	Would you have met with Chris personally for the Great	21 Q. Go ahead. No, please finish.
22	Lakes Grain insurance application to sign it?	22 A. No, that's what it is.
23 A.	Dennis and I did.	23 Q. Okay. And Ceres is a party here, too?
24 Q.	Okay. And was it hard copy or electronic?	24 A. That's correct.
25 A.	I don't recall.	25 Q. And it's as of June 6 of 2018?

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	Page 65	Page 67	
1 A.	Yes.		
2 Q.	And I see it's called "Creditor Agreement."	earlier that there's no property of these 34 on this	
3 A.	Mmm-hmm.	list of lands that Great Lakes Grain was going to	
4 Q.	Can you describe for me what the main subject of the	lease -- or, yeah, lease to farm that hadn't	
5 agreement is, what's the purpose of it?		previously been farmed by a Boersen party; is that	
6 A.	The purpose of it? So Logan Ag provided inputs for	right?	
7 2018 to Great Lakes Grain, and Ceres provided the land	6 A.	I don't know for sure if there is new farms that I	
8 to Great Lakes Grain, you know, as far as the rent.		picked up in '18 or not.	
9 Q.	Okay.	8 Q.	Do you think there were any new ones?
10 A.	And this is just -- I believe it's just pretty much	9 A.	I don't believe so.
11 saying that Great Lakes Grain would use its crops to		10 Q.	Do you know whether Ceres -- whether any Boersen party
12 pay the debt owed under Great Lakes Grain to both		11 ever owned any of these farms prior to Ceres owning	
13 Logan Ag and Ceres.		12 it?	
14 Q.	All right. And then it looks like in the second	13 A.	Yes.
15 "Whereas" paragraph on the front page there --		14 Q.	Which ones?
16 A.	Yes.	15 A.	Denniston Farm. Marshall Farm. The Book Farm. I
17 Q.	-- it has an Exhibit A, and it's saying that it's	16 don't know if there's any more on there, to tell you	
18 talking about the -- certain leases whereby Ceres has		17 the truth, but I know all those --	
19 leased farm to tenant defined as Great Lakes Grain; do		18 Q.	What about the Stamp Farms from 22 to 33?
20 you see that?		19 A.	I can't be 100 percent sure.
21 A.	Yes.	20 Q.	For any -- for any farm that a Boersen entity may have
22 Q.	So if we flip back to Exhibit A, I'm looking at a	21 owned before Ceres, what's your understanding of how	
23 list. It looks like it's right after --		22 Ceres came to be the owner?	
24 MR. VANDER VEEN: How far back in the		23 A.	I -- I don't know. I just know that -- I don't know
25 document is it?		24 how they became the owner. I can't speak to that.	
		25 Q.	Do you know whether they're buy/sells? Foreclosures?
	Page 66	Page 68	
1	MR. MAGYAR: It's about midway through,	1 A.	I don't know.
2	after the last signature page.	2 Q.	Dennis would know?
3	THE WITNESS: There's all kinds of	3 A.	Dennis would know.
4	Exhibit As in here.	4 Q.	Before we look at some equipment leases, I just want
5	MR. MAGYAR: Yeah. Those are legal	5 to close the loop on your agent, since it sounds like	
6	descriptions, it looks like.	6 we're going to need to talk to her.	
7	MR. VANDER VEEN: Here we go.	7	So you talked about a fall meeting last
8	THE WITNESS: Right here.	8	year for New Heights I, where she came and saw you;
9	BY MR. MAGYAR:	9	may or may not have been about crop insurance; you
10	Q. So would you agree with -- agree with me that that's	10	just remember you saw her at your office.
11	at least a list that appears to be referenced in the	11	A. (Nodded head.)
12	front page that we were just looking at?	12	Q. When was the meeting where you did the electronic
13	A.	signature?	
14	Q. And are these -- it looks like they're numbered 34 --	14	A. That was in the spring.
15	the 34 leased farms or properties that Ceres is	15	Q. Okay. And where -- where was that?
16	leasing to Great Lakes Grain?	16	A. I believe she came to the office then, too.
17	A.	17	Q. Okay.
18	That's correct.	18	A. 6241 Ransom.
19	Q. Okay. And it looks like we just mentioned that a lot	19	Q. Okay. And when you would need to supply her with
20	of the pages following this, a lot of them have the	20	anything, did -- did that ever happen, you sent her --
21	word "Exhibit A" on them, but it looks like it's	21	A. I sent her a land list of what the acres was going to
22	intended to be the legal descriptions of each of these	22	be for New Heights I and New Heights II.
23	properties that are -- that are listed on the list, or	23	Q. What form did you send that in? Email? Mail?
24	do you think --	24	A. It would have been an email.
25	A.	25	Q. And where did you send it to? I know you thought
	Yes, I believe that's the intention.		
	Q. Okay. And I think we said earlier -- or you testified		

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1	maybe she's in Lansing, but you thought --	
2	A. I would have emailed it to her.	1 Q. Yeah, so she's your agent. She's with a brokerage --
3	Q. And you thought --	2 or a broker, Spartan in Petoskey, and the parent --
4	A. To Chris's email.	3 the main company is Great Lakes in Illinois --
5	Q. -- she's in Lansing?	4 A. Yeah.
6	A. She's around that area. Charlotte, maybe. I don't	5 Q. -- it looks like.
7	know.	6 Kind of like car insurance, I never go
8	Q. And tell me again, just because I can't remember what	7 right to like the State Farm main office.
9	you said, where you think Great American, as an	8 A. Yes.
10	entity, is located.	9 Q. Let's see. So that -- that meeting was in the spring,
11	A. I don't know. I thought I seen once a Petoskey	10 and it was at your office, I think you said, with the
12	address, but I don't know for sure.	11 signature --
13	Q. Okay. Well, I see on some of their paperwork that --	12 A. Yes.
14	that you produced for your declaration of coverage,	13 Q. -- at the bottom.
15	there's a Peoria, Illinois, address for Great American	14 What about for Great Lakes Grain -- you
16	Insurance Company.	15 said you and Dennis met, and you couldn't remember if
17	Do you recall ever seeing that on -- on	16 it was electronic or not -- do you remember where the
18	your papers?	17 meeting was?
19	A. I can't say I took notice of the address, no.	18 A. It would have been at the farm office.
20	Q. So, for instance --	19 Q. Okay. So it would have been at -- okay.
21	MR. MAGYAR: We'll just mark this as an	20 And Chris, at that time, as far as you
22	exhibit.	21 know, still worked for the -- lived around Lansing,
23	MARKED FOR IDENTIFICATION	22 worked for the agency out of Petoskey, and where the
24	DEPOSITION EXHIBIT 5	23 company is from, Peoria, Illinois --
25	10:34 a.m.	24 A. Yes.
		25 Q. -- right?
	Page 70	Page 72
1	BY MR. MAGYAR:	1 So nothing really different at that --
2	Q. This is Exhibit 5. And it looks like it's a	2 A. No.
3	Declaration of Coverage, effective for the 2018 crop	3 Q. -- time frame?
4	year, from Great American Insurance Company to the	4 All right. And other than potentially who
5	insured, Great Lakes Grain, LLC.	5 signed, which may have been Nick, does all of this
6	Do you see that?	6 apply the same for New Heights II, in terms of did
7	A. Yes, I do.	7 Chris come at some point to have things signed --
8	Q. And do you see now where I'm pointing out where Great	8 A. Yes.
9	Lake -- Great American lists its address as Peoria,	9 Q. -- for the insurance?
10	Illinois?	10 A. Mmm-hmm.
11	A. I do.	11 Q. And would that also have been spring, or were you like
12	Q. Would you expect that your agent, Chris, would --	12 operating on the same sort of track here?
13	would provide any information you give her to her	13 A. Yes.
14	employer at their main address?	14 Q. And then she would have met with Nick to get his
15	A. What was the question?	15 signature on the application?
16	Q. Would your agent send your documents to her -- to	16 A. Yes.
17	Great American?	17 Q. And that would have been the electronic kind?
18	A. I assume so, but that's her job, so I --	18 A. Yes.
19	Q. Right.	19 Q. I guess I can -- assuming --
20	A. But this is where I came up with Petoskey. It says,	20 A. Yeah.
21	"Main 2/Petoskey, Michigan," on the top there, so --	21 Q. -- we don't run out of time later, we can -- and I
22	Q. Yep.	22 don't think we will -- but I can ask Nick, too, but
23	A. Behind her name.	23 ...
24	Q. For Spartan Insurance.	24 And then, presumably, she would have
25	A. That's why, for some reason, that stuck out to me.	25 submitted her -- that information -- Chris would

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1	have -- to the -- to the home office; or she would	1	lien on the crop insurance. So with ARM, they are
2	have sent it to Petoskey, to her agency, and they	2	never going to overloan what your crop is worth with
3	would have sent it to Illinois, to the company?	3	the value of the crop insurance.
4	A. I don't know what her procedure is.	4	Q. So would you say the crop insurance was a critical
5	Q. Okay. But, ultimately, you would expect that it would	5	aspect, then, to obtain that financing?
6	have to get to the government that issues the	6	A. Yes.
7	insurance, right?	7	Q. How did you get introduced to that lender, the New
8	A. I would assume so, but that's what she does. She	8	Heights lender?
9	takes care of that.	9	A. Gosh. I feel like it was something that maybe the old
10	Q. Yeah, you're hiring her as your agent to --	10	entities went after once before. And then I had a
11	A. Yes.	11	friend that told me about going over to ARM and seeing
12	Q. -- handle the expertise in that matter, right?	12	what they could do with me and Nick together, because,
13	A. Yes.	13	you know, he told me how much he wanted to farm, and
14	Q. Any other meetings you can think of for strictly	14	that's all he wanted to do.
15	relating to getting crop insurance for either Great	15	Q. Are they an Illinois-based farm?
16	Lakes Grain or any New Heights entity? Any other time	16	A. Well, we -- we go right down here in Michigan. What
17	that you met with Chris either in person or -- or	17	is it? Is it -- I don't know, Charlotte?
18	otherwise?	18	THE WITNESS: Where is that, Nick?
19	A. I mean, I had dinner with her this spring. I mean,	19	MR. BOERSEN: Richland.
20	she's -- yeah. No.	20	THE WITNESS: Richland. Sorry.
21	Q. But that wasn't for --	21	MR. VANDER VEEN: You have to answer. He
22	A. No. No.	22	can't answer.
23	Q. -- crop insurance reasons?	23	THE WITNESS: I know. I'm sorry. But him
24	Okay. And can you recall any instance of	24	and I went there to sign documents, in Richland,
25	her saying, "Hey, I need this spreadsheet or financial	25	Michigan, and they came out to the farm to meet with
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1	data," or some kind of information that you would have	1	him and I in the spring.
2	sent via email?	2	BY MR. MAGYAR:
3	A. No.	3	Q. And so they had -- they have a lien on the 2019 New
4	Q. Or mail? No?	4	Heights crop, right?
5	A. No.	5	A. Mmm-hmm.
6	Q. Okay. Was there a loan from -- that Great Lakes Grain	6	Q. Whereas Logan had the lien on the 2018 Great Lakes
7	took for 1.5 million from Boersen Farms, Inc. in May	7	Grain crop?
8	of '18?	8	A. Logan also has a lien on the 2019 crop, because he was
9	A. No.	9	our crop input provider --
10	Q. I think in both the documents and the discovery	10	Q. Okay.
11	responses, it was because of the New Heights entities	11	A. -- for 2019.
12	being so brand-new that they were basically listed as	12	Q. So who has priority between Logan and ARM?
13	having \$10,000 in cash as their own asset. Do you	13	A. ARM.
14	recall that answer?	14	Q. ARM. And how would you communicate with ARM? It
15	A. Well, that was just what he and I had in our bank	15	sounds like there was a Richland meeting that you
16	accounts separately. I think we opened the checking	16	talked about.
17	book -- checkbooks for New Heights I and II with \$100	17	A. Richland is where we went to sign the loan documents.
18	cash.	18	I called Scott, and I think his last name
19	Q. Okay. So how was New Heights able to obtain financing	19	is Rueff. He came out and met with Nick and I back in
20	with that -- with, you know, being brand-new and	20	the -- I would say end of February last year, and then
21	having that as the asset?	21	told us what they would require as far as doing a
22	A. So as I alluded to before, ARM is a big lender for	22	loan, which is the crop insurance, and then we had to
23	new-time farmers, and they are secured with the	23	provide them information regarding to our -- what land
24	current crop in the ground. They have a first lien on	24	we planned on leasing at that point.
25	the crop. And with the crop insurance, they have a	25	Q. Where is Scott located out of?

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	Page 77		Page 79
1 A. I don't know.		1 Q. Okay. Now, we've talked about -- and I think we'll	
2 Q. When you provided him the land you planned on leasing,		2 look at probably some lease agreements where either	
3 was it a list similar to the one that we've looked at		3 Great Lakes Grain or -- or a New Heights entity I or	
4 today, or what did you provide him with?		4 II is leasing equipment from a Boersen property. You	
5 A. No, it was just an Excel spreadsheet.		5 understand that?	
6 Q. When we looked earlier at that list that was part of		6 A. Yes.	
7 the Great Lakes Grain agreement, do you know -- does		7 MR. VANDER VEEN: A Boersen property, you	
8 the farming that New Heights I and II do, is it on the		8 said?	
9 same or different lands that Great Lakes Grain farmed		9 MR. MAGYAR: A Boersen party.	
10 on?		10 MR. VANDER VEEN: Okay. And we're talking	
11 A. Some of the same.		11 about the -- by "Boersen party," the parties listed in	
12 Q. Some but not all?		12 the caption still?	
13 A. I would -- maybe -- yeah, maybe all of it.		13 MR. MAGYAR: Any Boersen party, either in	
14 Q. Does New Heights Farm -- and I'm talking about both in		14 the caption or as defined, as we've done, in the	
15 combination -- farm more land than Great Lakes Grain		15 agreement.	
16 did?		16 MR. VANDER VEEN: So any -- okay. In	
17 A. Yes.		17 either of the agreements that are exhibits or the	
18 Q. By how much?		18 caption?	
19 A. Oh, I would say probably 14,000 acres.		19 MR. MAGYAR: Any party, any individual, or	
20 Q. Fourteen thousand acres more?		20 entity that has the word "Boersen" in it in the	
21 MR. VANDER VEEN: Just to clarify, you		21 world --	
22 referred to New Heights Farm. Are you talking about		22 MR. VANDER VEEN: Okay.	
23 New Heights Farm I or New Heights Farm II?		23 MR. MAGYAR: -- is what we're talking	
24 BY MR. MAGYAR:		24 about.	
25 Q. Do you understand who I'm talking about when I say		25 THE WITNESS: Yes.	
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1 "New Heights"?		1 BY MR. MAGYAR:	
2 A. You said both companies, right?		2 Q. And does New Heights I or II or Great Lakes Grain use	
3 Q. Yeah. New Heights Farm I, LLC.		3 any equipment that's not leased from any Boersen	
4 A. I and II.		4 entity or person?	
5 Q. Yep. If I say "New Heights," you understand who I'm		5 A. Yes.	
6 talking about?		6 Q. And what equipment would that be?	
7 A. Yes.		7 A. New Heights I has a lease with Team Financial, and	
8 Q. I mean, we're not talking about any other New Heights?		8 that is for a planter leased with the option to	
9 A. Right.		9 purchase at the end of the lease.	
10 MR. VANDER VEEN: Thank you for the		10 And then earlier in the spring, New Heights	
11 clarification.		11 II rented a tractor from Ausra Equipment.	
12 BY MR. MAGYAR:		12 Q. Oh, they're from my town, Dowagiac.	
13 Q. So when you said 14,000 acres a moment ago, you meant		13 A. Mmm-hmm.	
14 14,000 acres more than what Great Lakes Grain was		14 Q. All right. Anything else?	
15 doing, or 14,000 acres in total?		15 A. Not that I recall right now.	
16 A. Fourteen thousand -- I would say it's like 12,000		16 Q. For those leases, where did the finances come to enter	
17 acres more than what Great Lakes Grain was doing.		17 into the lease; would it be from the lending from ARM?	
18 Q. Okay. So what do you think the total acreage farmed		18 A. Yes.	
19 in combination by New Heights I and II are?		19 Q. For the leases -- we can look at some individually.	
20 A. It was right around 18,000 acres.		20 But when you would lease equipment from any Boersen	
21 Q. Okay. And then how much of that 18,000 do you think		21 entity or individual, how was the rent amount set?	
22 was just New Heights I?		22 A. I believe in the rent and lease, it was 75,000 per	
23 A. Half of it.		23 company, per month.	
24 Q. Okay. And so it was split?		24 Q. And do you know how that number was derived?	
25 A. It was split equally, yes.		25 A. It was fair market value, and the fair market value is	

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1	within the limits provided by the FSA.	
2	Q. Okay. And do you know whether -- I guess we'll start	1 II?
3	with Great Lakes Grain made and was current on all of	2 A. No.
4	its payments under a lease, equipment leases?	3 Q. We looked at that \$70,000 claim payout from the winter
5	5 A. I believe so.	4 wheat for Great Lakes Grain, right? Do you recall
6	6 Q. And do you know whether you've produced documentation	5 that?
7	7 of those payments?	6 A. Yes.
8	8 Q. I don't know if I produced that or not.	7 Q. Have you had any other claims for either Great Lakes
9	9 Q. Same for New Heights, do you think you --	8 Grain or New Heights I or II?
10	10 A. Yes, I know they have.	9 A. As far as payouts?
11	11 Q. -- paid all their leases?	10 Q. Have you made any claims besides the one we talked --
12	12 A. Mmm-hmm.	11 we saw the payout?
13	13 Q. Regardless of who the lessor, whether Boersen or	12 A. No.
14	14 otherwise, those are all paid?	13 Q. Okay. Who is Blain Becktold or Down On The Farm?
15	15 A. So the Ausra Equipment was cash up front, Team	14 A. He used to work -- I don't know if he still does, but
16	16 Financial is a monthly payment, and then, also,	15 he is -- used to work and help me with certification
17	17 Boersen Farms & Affiliates is a monthly payment.	16 of the crops; so he did that for Great Lakes Grain.
18	18 Q. Okay. And is Boersen Farms & Affiliates the only	17 And then when Nick and I started our own farm, it was
19	19 Boersen entity you have a lease with for equipment?	18 just an extra expense, so I learned how to do that on
20	20 A. Yes.	19 my own.
21	21 Q. Okay. And what is -- what is that entity? What does	20 Q. And that was, I think you were talking about before,
22	22 it do?	21 is basically collecting the data that's needed for --
23	23 A. I don't know.	22 A. No. Certifying with the FSA is you go into the FSA
24	24 Q. Boersen, as far as you know, it just owns equipment	23 office and you look at the farm maps of everything you
25	25 that it leases?	24 planted and you put a plant date on it, what you
		25 planted.
	Page 82	Page 84
1	1 A. I don't know if that's all that entity does.	1 Q. Okay. And so that's why, in some of the documents, he
2	2 Q. Do you know where it obtained its equipment that it	2 had to be granted, for when he was doing that for you,
3	leases?	3 a power of attorney?
4	4 A. I do not.	4 A. Yes.
5	5 Q. Do you know who the owners are?	5 Q. Okay. And did -- where did, you know -- well, let me
6	6 A. I do not.	6 back up.
7	7 Q. All right. Is it an LLC, I'm sorry, or an Inc.; do	7 Was Blain Becktold the same as Down On The
8	8 you know?	8 Farm? Was that like his company?
9	9 A. I don't know.	9 A. Yes.
10	10 Q. Do you know whether any other entity has a security	10 Q. Okay. And what -- how did you come to know
11	11 interest in the equipment that you lease from -- what	11 Mr. Becktold? Did he do that work for Boersen Farms,
12	12 was it called, Boersen --	12 any Boersen entity, or did you know him from somewhere
13	13 A. -- Farms & Affiliates.	13 else?
14	14 Q. Boersen Farms & Affiliates.	14 A. He did do that for the old Boersen entities, yes.
15	15 So the equipment that you're leasing from	15 Q. And this certification that he was doing, was it
16	16 them, do you know if any other entity has a security	16 involved with applying for crop insurance, or was it a
17	17 interest in that equipment?	17 totally separate certification that he would have
18	18 A. I have no idea.	18 made?
19	19 Q. Okay. Do you know whether Ceres has a security	19 A. It's totally separate.
20	20 interest in them?	20 Q. Okay. So it doesn't come into play on the application
21	21 A. I don't know.	21 itself or --
22	22 Q. Was Dennis involved with you in terms of -- in any	22 A. Not that I know of.
23	23 capacity: farming, consulting, working for any New	23 Q. Now, I believe in the answers to interrogatories, when
24	24 Heights or Great Lakes Grain entity -- well, not Great	24 we were talking about the Great Lakes Grain II, III,
25	25 Lakes Grain; he's 10 percent owner -- New Heights I or	25 IV, the ones that couldn't get financing, I think you

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		Page 85			Page 87
1	had responded that because they never came to		1	Q.	It's only eight.
2	fruition, they -- that they were -- there was no APHs		2	A.	Let me see. Randy Barnes. Lisa Robinson. I got to
3	done or any kind of documentation done for them in		3		really, really stretch to think. Nolan Ender. I
4	terms of history, right?		4		don't know why I can't just rattle them all off. Carl
5	A. Correct. They never farmed.		5		Moll. Carl Brown. Dave Emelander. Chris Pace. And
6	Q. Okay. Do you know whether Chris ever submitted		6		myself, I'm on the employee list, also.
7	anything, in terms of insurance-wise, for those		7	Q.	Okay. For New Heights II, does the list differ in any
8	entities?		8		way?
9	A. I -- I don't recall.		9	A.	Yes.
10	Q. Okay. You don't recall signing anything for --		10	Q.	Okay. Are any of the individuals you just named also
11	A. No.		11		employees of New Heights II?
12	MR. MAGYAR: Well, I think we can go off		12	A.	No.
13	the record. I may be done. I'm going to make one		13	Q.	I guess I can probably wait for these with Nick, but
14	more call, but we'll get Ron in time for his meeting,		14		do you know who the employees are for New Heights II,
15	no problem.		15		or how many? Let's start with how many.
16	MR. VANDER VEEN: Good deal.		16	A.	I believe there's six.
17	MR. MAGYAR: One second.		17	Q.	Do you know who they are?
18	(Off the record at 10:56 a.m.)		18	A.	Bill Kushmaul. Michael Carlock. I really have to
19	(Back on the record at 11:03 a.m.)		19		think about this. Cory Tom. I know -- I don't know
20	BY MR. MAGYAR:		20		who else I'm missing, but Nick would know.
21	Q. I think I know the answer to this, but I just want to		21	Q.	Okay. Yeah, we can cover that this afternoon.
22	verify, that Great Lakes Grain, the original, never		22		What does Mr. Barnes do for New Heights I?
23	did any farming before the 2018 crop year?		23	A.	He's a grain manager.
24	A. Correct.		24	Q.	And what about Ms. Robinson?
25	Q. Okay. You were talking earlier about the		25	A.	She's HR.
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1	certification process and that you learned to do it		1	Q.	And Ender, Nolan Ender?
2	yourself.		2	A.	He's a combine -- he's an operator, I guess you would
3	A. Mmm-hmm.		3		say.
4	Q. Do you know whether Great Lakes Grain ever sold any		4	Q.	And was it Moore, Carl Moore?
5	crop, as the seller, that had been certified as the		5	A.	Carl Brown?
6	crop of someone else, like a Boersen farming entity?		6	Q.	There were two. I thought there were two Carls.
7	A. I didn't do the certifications for '18. Blain did.		7	A.	Oh, Carl Moll, M-o-l-l. He's an operator, also.
8	So I guess I wouldn't know.		8	Q.	And then Brown?
9	Q. So you just don't know one way or the other?		9	A.	Yes.
10	A. No.		10	Q.	What did you say Brown does?
11	Q. Okay. And then in terms of -- well, let me go back to		11	A.	He's a truck driver.
12	that question about Great Lakes Grain having never		12	Q.	And then Dave?
13	done any farming prior to 2018.		13	A.	Emelander is a truck driver.
14	It looked like, in some of the acreage		14	Q.	Driver. And then Chris Pace, was it?
15	reports in 2019, that there's listings for Great Lakes		15	A.	Yeah. He's a truck driver, also.
16	Grain in 2017. Do you have any understanding how that		16	Q.	Do you know if any of those employees that we've just
17	would happen if that's the case?		17		named through work for any -- well, did any of them
18	A. No.		18		work for Great Lakes Grain?
19	Q. Staffing-wise, how many employees does New Heights I		19	A.	No.
20	have?		20	Q.	Did any of them work for any Boersen entity?
21	A. New Heights I has eight employees.		21	A.	What entity are we talking about?
22	Q. Okay. Who are they?		22	Q.	Any, that you're aware of.
23	A. Who are they?		23	A.	Yes.
24	Q. Yeah.		24	Q.	Who?
25	A. Do you want me to name them all?		25	A.	I did. Lisa Robinson did. I mean, they all did, I --

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1	I guess, at some point.	1	Q. Same role?
2	Q. All right. So who did Lisa Robinson work for in terms	2	A. No. I don't know what his role was there.
3	of the Boersen entities?	3	Q. Okay.
4	A. I don't -- I don't recall.	4	A. I mean, I know that I made him manager of my farm.
5	Q. Do you recall specifically for any of them, like which	5	MR. MAGYAR: Okay. All right. Well, then,
6	Boersen entity she worked for?	6	I don't know if you're planning to stick around or
7	A. Boersen Farms Grain, I think.	7	not, but I don't think -- I'm not going to be resuming
8	Q. How many employees did Great Lakes Grain, the	8	your deposition at 1:30.
9	original, have for --	9	THE WITNESS: Okay.
10	A. Great Lakes Grain didn't have employees.	10	MR. MAGYAR: We'll just start right off
11	Q. Okay. Who did -- for the 2018 crop year, who did the	11	with Nick --
12	kinds of things that we've listed off here: the truck	12	THE WITNESS: Okay.
13	driving, the operating, the HR, the grain?	13	MR. MAGYAR: -- so depending on if you're
14	A. We had an employee/employment agreement.	14	traveling separate or together, whatever.
15	Q. Okay. And who --	15	THE WITNESS: All right.
16	A. And I believe that -- I'd have to look at it. I don't	16	MR. VANDER VEEN: Thank you, Mark.
17	remember who it was with.	17	(Deposition concluded at 11:10 a.m.)
18	Q. Was it with more than one person you had employment	18	Signature of the witness was requested.)
19	agreements, or --	19	
20	A. It was one agreement with multiple companies, I	20	
21	believe. I'd have to see the agreement.	21	
22	Q. Okay. Do you know if that's been produced?	22	
23	A. Yes.	23	
24	Q. It has been produced?	24	
25	A. I believe so.	25	
	Page 90		Page 92
1	Q. To us?	1	HELENA AGRI-ENTERPRISES, LLC,
2	A. I believe so.	2	a Delaware limited liability
3	Q. Okay. So these were independent contractors to get	3	company,
4	the -- get the work done for Great Lakes Grain?	4	Plaintiff,
5	A. Yes.	5	vs. Case No. 1:18-cv-00963-RJJ-RSK
6	Q. But then with New Heights, it's their own employees?	6	Hon. Robert J. Jonker
7	They're employees of the company --	7	GREAT LAKES GRAIN, LLC, a
8	A. Yes.	8	Michigan limited liability
9	Q. -- New Heights I and II?	9	company, et al.,
10	A. Mmm-hmm.	10	Defendants.
11	MR. MAGYAR: All right. Well, I got you	11	
12	20 minutes early, Ron.	12	
13	MR. VANDER VEEN: Good deal. Thank you.	13	VERIFICATION OF DEponent
14	THE WITNESS: Well, I thought of another	14	
15	one, if you want to know. Reed Haverdink. He's like	15	I, Stacy Boersen, having read the
16	my company manager, so ...	16	foregoing deposition consisting of my testimony at the
17	BY MR. MAGYAR:	17	forementioned time and place, subject to the changes
18	Q. That's New Heights I?	18	in the attached errata sheet, do hereby attest to the
19	A. Yes.	19	correctness and truthfulness of the transcript.
20	Q. And that's company manager.	20	
21	And do you know if he was employed by a	21	
22	Boersen entity?	22	
23	A. Yes.	23	
24	Q. Who? Which entity?	24	_____ Stacy Boersen
25	A. Boersen Farms Grain.	25	Dated:

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ERRATA SHEET			Page 93			
1	PAGE	LINE	READS	PAGE	LINE	SHOULD READ
2						
3						
4						
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			Page 94			
1	CERTIFICATE OF NOTARY					
2	STATE OF MICHIGAN)					
3) SS				
4	COUNTY OF OTTAWA)					
5						
6	I, PEGGY S. SAVAGE, certify that this					
7	deposition was taken before me on the date					
8	hereinbefore set forth; that the foregoing questions					
9	and answers were recorded by me stenographically and					
10	reduced to computer transcription; that this is a					
11	true, full and correct transcript of my stenographic					
12	notes so taken; and that I am not related to, nor of					
13	counsel to, either party nor interested in the event					
14	of this cause.					
15						
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17						
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21						
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24						
25	PEGGY S. SAVAGE, CSR-4189, RPR					
	Notary Public,					
	Ottawa County, Michigan.					
	My Commission expires: 7-13-25					

Exhibit

2

In the Matter Of:

HELENA AGRI-ENTERPRISES, LLC vs vs GREAT LAKES GRAIN, LLC, ET AL.

NICHOLAS BOERSEN

January 15, 2020

Prepared for you by



Bingham Farms/Southfield • Grand Rapids

Ann Arbor • Detroit • Flint • Jackson • Lansing • Mt. Clemens • Saginaw • Troy

BOERSEN, NICHOLAS

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Pages 1-4

	Page 1	Page 3
1	UNITED STATES DISTRICT COURT	
2	FOR THE WESTERN DISTRICT OF MICHIGAN	
3	SOUTHERN DIVISION	
4		
5	HELENA AGRI-ENTERPRISES, LLC,	
6	a Delaware limited liability	
7	company,	
8	Plaintiff,	
9	vs. Case No. 1:18-cv-00963-RJJ-RSK	
10	Hon. Robert J. Jonker	
11	GREAT LAKES GRAIN, LLC, a	
12	Michigan limited liability	
13	company; GREAT LAKES GRAIN II,	
14	LLC, a Michigan limited	
15	liability company; GREAT LAKES	
16	III, LLC, a Michigan limited	
17	liability company; GREAT LAKES	
18	IV, LLC, a Michigan limited	
19	liability company; NEW HEIGHTS	
20	FARM I, LLC, a Michigan limited	
21	liability company; NEW HEIGHTS	
22	FARM II, LLC, a Michigan limited	
23	liability company; STACY BOERSEN,	
24	individually and as putative	
25	member of the Great Lakes Grain	
	Page 2	Page 4
1	defendants and New Heights Farm I,	1 TABLE OF CONTENTS
2	LLC; and NICHOLAS BOERSEN,	2
3	individually and as putative	3 WITNESS PAGE
4	member of New Heights Farm II, LLC,	4 NICHOLAS BOERSEN
5	Defendants.	5
6	_____	6 EXAMINATION BY MR. MAGYAR 5
7		7 EXAMINATION BY MR. VANDER VEEN 54
8		8
9	The Deposition of NICHOLAS BOERSEN,	9 EXHIBITS
10	Taken at 321 Settlers Road,	10
11	Holland, Michigan,	11 EXHIBIT PAGE
12	Commencing at 1:29 p.m.,	12 (Exhibits not offered.)
13	Wednesday, January 15, 2020,	13
14	Before Peggy S. Savage, CSR-4189, RPR.	14
15		15
16	APPEARANCES:	16
17		17
18	MARK J. MAGYAR	18
19	Dykema Gossett, P.L.L.C.	19
20	300 Ottawa Avenue, N.W.	20
21	Suite 700	21
22	Grand Rapids, Michigan 49503	22
23	(616) 776-7500	23
24	mmagyar@dykema.com	24
25	Appearing on behalf of the Plaintiff.	25

BOERSEN, NICHOLAS

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	Page 5		Page 7
1	Holland, Michigan	1	about what your job duties entailed prior to New
2	Wednesday, January 15, 2020	2	Heights II. But is there anything that you wanted to
3	1:29 p.m.	3	add to that --
4		4	A. No.
5	NICHOLAS BOERSEN,	5	Q. -- or clarify?
6	was thereupon called as a witness herein, and after	6	Okay. Were there ever any management roles
7	having first been duly sworn or affirmed to testify to	7	involved with --
8	the truth, the whole truth and nothing but the truth,	8	A. No.
9	was examined and testified as follows:	9	Q. Okay. And your mom mentioned the six employees for
10	EXAMINATION	10	New Heights II -- Farm II.
11	BY MR. MAGYAR:	11	A. Yep.
12	Q. Good afternoon, Nick. You were here earlier, so I'll	12	Q. Was that accurate, or were there any --
13	just introduce myself again.	13	A. Yeah. That's Cory Tom, Brian Goodrich, Mike Carlock,
14	A. Yeah.	14	and then, yeah, Bill Kushmaul, and that's my six --
15	Q. Mark Magyar for Helena. And I believe you were here	15	or that's -- I think the only one she kept out was
16	when I went over the ground rules --	16	Brian Goodrich for mine, so ...
17	A. Yep.	17	Q. And do they report directly to you?
18	Q. -- of a deposition?	18	A. Yeah, to me.
19	A. Yep.	19	Q. Okay. Is your dad involved in New Heights Farm II,
20	Q. Did you understand everything?	20	LLC?
21	A. Yep. Yep.	21	A. Nope.
22	Q. And have you ever been deposed before?	22	Q. What does he do for employment now?
23	A. Nope.	23	A. My dad?
24	Q. Okay. So I understand you're the owner of New Heights	24	Q. Yeah.
25	II, LLC; is that -- New Heights Farm II, LLC; is that	25	A. I don't really know. Couldn't really tell you. He's
	Page 6		Page 8
1	right?	1	not around a whole lot.
2	A. Yep.	2	Q. Okay. Now, you heard that a lot of the discussion
3	MR. VANDER VEEN: Let me, as a preliminary	3	this morning with your mom had to do with crop
4	matter, also just state on the record that -- that	4	insurance; you recall that?
5	Nick reserves the right to review the transcript and	5	A. Yep.
6	sign off on it.	6	Q. And my understanding, based on some of the documents
7	MR. MAGYAR: Okay.	7	filed in this action, is that you applied for crop
8	BY MR. MAGYAR:	8	insurance as a beginning farmer or --
9	Q. Nick, have you ever owned a business before?	9	A. Yep, young farmer.
10	A. No, I have not.	10	Q. Young farmer, okay.
11	Q. And you were here. We talked earlier with your mom	11	Is there a difference between young farmer
12	about your prior work experience from at least the age	12	and beginning farmer in terms of getting crop
13	of 14 for the family --	13	insurance, or is it just --
14	A. Yep.	14	A. That would be something you'd have to ask Chris.
15	Q. -- farming, right?	15	That's not something I'd know off the top of my head.
16	A. Yep.	16	Q. So your understanding is it's called a young farmer --
17	Q. Any other employment history besides that?	17	A. Yep.
18	A. Nope.	18	Q. -- program?
19	Q. Okay. So would it be fair to say that everything	19	And is that based on -- when you say
20	you've learned, giving you the ability to run New	20	"young," being like your age of 19, or young in terms
21	Heights Farm II, LLC was based on working through the	21	of not having been a farmer before or having your own
22	family --	22	farming business before?
23	A. Yep.	23	A. I couldn't be specific, but I think it has something
24	Q. -- farming business?	24	to do with both.
25	And we went over a little bit with your mom	25	Q. All right. And you heard the testimony earlier, but

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Pages 9–12

Page 9		Page 11	
1	do you have a specific recollection of meeting with	1	2019 crop year?
2	Chris to sign crop insurance application materials for	2	A. Yep, that's correct.
3	New Heights Farm II?	3	Q. And did Chris, at any time, make requests of you for
4	A. Yep.	4	documentation that, you know, she said she would need
5	Q. And I think the testimony was that that was in the	5	for submitting the application?
6	spring of '19?	6	A. Not that I can recall.
7	A. Yep.	7	Q. Okay. And do you have an idea of what information is
8	Q. Okay. And your mom testified -- well, was that the	8	needed to -- to apply under a young farmer program for
9	same meeting where you and your mom were present with	9	crop insurance?
10	Chris --	10	A. No, I do not. That's kind of why I put the ball in
11	A. Yep. Yep.	11	her court on this, and she's taking care of it.
12	Q. -- or were they different meetings?	12	Q. Okay. So you put the ball in her court?
13	A. Yeah, same meeting.	13	A. Yep.
14	Q. Okay. And so did you electronically sign? Was it a	14	Q. And then she didn't ask you for anything?
15	tablet?	15	A. Basically, yeah.
16	A. I think -- I think it was a piece of paper.	16	Q. Okay. But you just know that you called Chris, and
17	Q. You recall --	17	she got insurance?
18	A. Yeah.	18	A. Yep.
19	Q. -- paper?	19	Q. Okay. What is your understanding of how the new --
20	A. Yeah.	20	the young farmer program works?
21	Q. And when you say "a piece," was there more than one	21	A. From what Chris has mentioned to me, it just gives me
22	sheet or was it one sheet?	22	a few more benefits and maybe some deductions in some
23	A. I can't remember.	23	prices, but nothing specific.
24	Q. Did you have to sign more than one time?	24	Q. Okay. Do you have any knowledge of what kinds of
25	A. I can't remember.	25	information that are necessary to obtain crop
Page 10		Page 12	
1	Q. Was it a voluminous package?	1	insurance, what the insurer needs to see to provide a
2	A. Like I said, I -- it was so long ago, I can't	2	policy for a young farmer?
3	remember.	3	A. No, I do not.
4	Q. Well, so was it March of '19; is that -- when we say	4	Q. Okay. What assets did New Heights Farm II, LLC have
5	"spring," was it March?	5	in, I guess, March through May of 2019?
6	A. Yeah. I'd say sometime around March or the first of	6	A. Nothing.
7	April.	7	Q. We heard testimony earlier from your mom that the
8	Q. So about nine months ago?	8	lending for New Heights I was based on the expected
9	A. Yep.	9	crop and having a lien on the crop, as well as there
10	Q. And you're pretty sure it was paper, not electronic?	10	being crop insurance, among other things she may have
11	A. Yep.	11	testified about, but those are two things I remember.
12	Q. Okay. And you don't recall it being some big, hefty	12	Would you agree with that in terms of for New Heights
13	package?	13	II?
14	A. No.	14	A. Yeah, I would say it's closely the same.
15	Q. Okay. You heard the testimony earlier, so I'm sorry	15	Q. Did you ever have any discussions -- I think your mom
16	if it's going to seem repetitive, but we need to get	16	talked about you two met when you decided to start
17	your own personal recollection of things.	17	your own company -- about using Great Lakes Grain II,
18	When -- when we talk about Chris being the	18	III, or IV as opposed to creating a new New Heights
19	insurance agent, were you -- similar to the testimony	19	entity?
20	your mom gave -- basically expecting Chris to handle	20	A. No.
21	that piece of, you know, getting crop insurance?	21	Q. You just came up with -- decided to just start --
22	A. Yes.	22	A. Yeah. I actually came to her and decided that I
23	Q. So you were authorizing Chris, as the agent of New	23	wanted to start my own business, and she wanted to be
24	Heights Farm II, LLC, to submit what she deemed the	24	a partner with me and move forward, and we came up
25	appropriate paperwork to obtain crop insurance for the	25	with a whole new thing and ...

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Page 13		Page 15	
1 Q.	Okay. Have you ever seen the APH for New Heights Farm	1 Q.	Is that like G-r- --
2 II, LLC?		2 A.	G-u- -- or G-r-u-b-e.
3 A. Not that I can think of.		3 Q.	Okay. And do you know where either of those gentlemen
4 Q.	I think we discussed with your mom, but tell me if I'm	4	reside, in terms of like where their offices are at?
5 wrong or if you have a different understanding, but		5 A.	Their office is in Richland, but they travel all over.
6 that the farmland that New Heights Farm II, LLC farms		6 Q.	Okay. And what about the company itself, is it more
7 on is land that has previously been farmed on by some		7	than just Richland or --
8 entity having Boersen in the title, right?		8 A.	Yep. Yep.
9 A. Yes.		9 Q.	Where are they out of? Do you know where they're
10 Q.	Okay. And have you worked -- even when you were an	10	located?
11 employee, not an owner -- in the family business on		11 A.	I have no idea. It's more than Richland. I just
12 some of these same lands that --		12	don't know where.
13 A. Yep.		13 Q.	Is it more than Michigan; do you know?
14 Q.	Okay. What was your participation, if any, with Ceres	14 A.	I think so, but I couldn't tell ya.
15 in terms -- in terms of the leases for the farmland		15 Q.	Have you ever looked at -- I know you were here when I
16 for New Heights II?		16	asked your mom, but -- any crop insurance handbooks?
17 A. Basically, Brandon -- we talked to Brandon and,		17 A.	Nope, I have not.
18 basically, took on the leases he had available for us,		18 Q.	Okay. So New Heights Farm II, then, the first year
19 the leases he brought to us.		19	that they would have ever been insured would have been
20 Q.	And that's Brandon -- I think it's Zwick?	20	just a one-time -- I'm not talking 2020, but 2019
21 A. Yep. Yep.		21	would have been the first year --
22 Q.	Okay. Did you have any dealings with Steve Cardinal?	22 A.	Yep.
23 A. Nope.		23 Q.	-- of getting any crop insurance, right?
24 Q.	And do you know if any of the land that you're now	24	Do you know whether part of submitting for
25 leasing for New Heights Farm II that is owned by Ceres		25	the insurance, as a young farmer, that there had to
Page 14		Page 16	
1	was ever previously owned by a Boersen entity?	1	still be some production reports from -- or historical
2 A.	I can't tell you for sure off the top of my head	2	reports from farming the land even prior to the
3 without seeing a list.		3	existence of New Heights II?
4 Q.	Do you think it's possible, though?	4 A.	I'm not sure.
5 A.	No.	5 Q.	Okay. Were you -- did you ever work for Great Lakes
6 Q.	No.	6	Grain in any capacity?
7 A.	I don't know them all.	7 A.	I really don't know where the companies kind of fell
8 Q.	But do you think Ceres owns some properties that were	8	in line. I stopped getting paid after Boersen Farms
9 formerly owned by Boersen entities that -- when you		9	Ag, basically. So I don't really know where the
10 worked for -- there as an employee?		10	companies ever switched hand, because I never kept
11 A.	No.	11	track of that.
12 Q.	No. So you think it's all different farmland that	12 Q.	Did you farm crop in 2018, or the winter wheat, I
13 Ceres owns and leases to --		13	guess, into 2019?
14 A.	Yes.	14 A.	Like farm or help out or --
15 Q.	Okay. Who from -- is it ARM that is the lender?	15 Q.	Yeah, just --
16 A.	Yep.	16 A.	I helped out, but I went to college last year, so --
17 Q.	Who was your contact with ARM?	17	part-time.
18 A.	At first, we talked to Scott Rueff. That was the	18 Q.	Okay. Where at?
19 first person we came in contact with when setting up		19 A.	College?
20 the applications. And then when we signed, Dan Grube		20 Q.	Yeah.
21 is who we talked to.		21 A.	GRCC.
22 Q.	Dan who?	22 Q.	Were you starting like farm related?
23 A.	Grube.	23 A.	I was just starting business --
24 Q.	Grube?	24 Q.	Business and agriculture?
25 A.	Yep.	25 A.	-- and then was going to transfer somewhere.

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Pages 17–20

Page 17		Page 19
1 Q.	Okay. Who told you -- or how did you learn, I guess,	1 January/beginning of February first conversation, and
2	that you'd be submitting for crop insurance under	2 we know that the signature happens sometime the
3	this -- under young farmer?	3 spring, maybe March.
4 A.	Chris notified me --	4 A. Yep.
5 Q.	Chris?	5 Q. What happens -- how many discussions were there in
6 A.	-- that I could get benefits being a young farmer.	6 between? Do you then contact Chris or --
7 Q.	Okay. So is it fair to say -- or is there any other	7 A. Yeah, we went to Chris --
8	source of information or knowledge you have about that	8 Q. Okay.
9	than --	9 A. -- contacted her.
10 A.	No.	10 Q. And that was a phone call?
11 Q.	-- besides Chris?	11 A. Yeah, just a phone call.
12 A.	No.	12 Q. Okay. And what was that? Did you contact her
13 Q.	Okay. When -- so I know there was this meeting with	13 together about both New Heights?
14	the signature in like March or spring of 2019.	14 A. Yeah. Yep.
15	When did the process start for getting crop	15 Q. And that was -- how did that phone call go, or what
16	insurance in terms of -- or how did the process start	16 was the discussion?
17	for New Heights II?	17 A. I mean, I can't even really remember. I think that my
18 A.	Before we even got to the signature part?	18 mom did most of the talking, that I can remember.
19 Q.	Yeah.	19 Q. And how soon after that initial discussion between
20 A.	I mean, starting a farm and getting a business and	20 just you and your mom where you realized we need crop
21	getting a line of credit, that's a necess- --	21 insurance until you call Chris?
22 Q.	Correct.	22 A. Can you repeat that again?
23 A.	-- necess- -- I can't even pronounce it --	23 Q. Yeah-yeah. So you've got the initial conversation --
24 Q.	No, I hear you.	24 A. Yep.
25 A.	-- you know what I'm saying, to even get the line of	25 Q. -- is like the end of January --
Page 18		Page 20
1	credit, so ...	1 A. Yep.
2 Q.	So, I guess, when was the first time any discussion	2 Q. -- beginning of February, and then a phone call to
3	about needing crop insurance happened?	3 Chris.
4 A.	It had to have been anywhere from the last week of	4 A. Yep.
5	January to the first week of February.	5 Q. How much lag time in between? Was it right away? You
6 Q.	And that discussion would have been between you and	6 called her right away?
7	your mom or you and Chris or --	7 A. No, there was probably some lag time, because we still
8 A.	Me and my mom.	8 had a -- we had a lot of stuff going on that we had to
9 Q.	Okay.	9 figure out on getting the business initially even
10 A.	Me and my mom, that would be when we started talking	10 started, so ...
11	about starting the business, so ...	11 Q. But do you think it would have been in February of '19
12 Q.	Okay. And did that discussion involve that there was	12 that you reached out to Chris?
13	this case going on in any way?	13 A. It had to have either been February or the first of
14 A.	(Shook head.)	14 March.
15 Q.	No?	15 Q. Okay. And then -- so you reach out. And if I'm
16 A.	I had no idea.	16 understanding your testimony, she basically says,
17 Q.	And did that discussion involve getting -- I mean,	17 "Okay, I'll take care of it"?
18	tell me what was discussed other than the fact that	18 A. Yep.
19	you needed crop insurance, or was that the extent of	19 Q. Does she say, "I need X, Y, and Z from you"?
20	the first conversation?	20 A. Nope. Not that I can remember.
21 A.	I mean, like I said, just to get our line and get	21 Q. Okay. But you would have at least supplied her with
22	everything lined up the way we needed to run our	22 basics about like the company name and --
23	business, we -- you have to have crop insurance to	23 A. Yep.
24	farm.	24 Q. -- formation date and --
25 Q.	Okay. So then -- so we've got this end of	25 A. Yep.

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	Page 21		Page 23
1	Q. -- who the members were?	1	A. No, she does not.
2	A. Yep.	2	Q. Like secretary? Treasurer?
3	Q. And how was that communicated to -- to Chris?	3	A. No.
4	A. Through, I guess, however we emailed it to her.	4	Q. All right. But any records that New Heights II has
5	Q. Email?	5	with respect to its file or its application would have
6	A. Yep.	6	been produced; is that --
7	Q. Okay. Do you know whether you produced any emails or	7	A. Yep.
8	correspondence you had with Chris or anybody at Great	8	Q. -- your understanding?
9	American?	9	Okay. So if I understand correctly, that
10	A. Nope.	10	you're kind of juggling the balls at the same time;
11	Q. And then -- all right. So you have the phone call,	11	that you're trying to get the crop insurance, but
12	presumably in February, maybe the beginning of March,	12	you're also trying to get the fund -- or the
13	saying you need crop insurance. She says, "I'll take	13	financing --
14	care of it." Then you send her, in some fashion, the	14	A. Yep.
15	information we just talked about?	15	Q. -- at the same time, right?
16	A. Yep.	16	A. That's correct.
17	Q. Was there any other time before the signature that you	17	Q. How many meetings did you have with -- I'm going to
18	talked with Chris in any way about crop insurance?	18	forget their names -- is it Scott and Mr. Grube?
19	A. Not that I can remember. Not me, personally.	19	A. Yep.
20	Q. So how did the meeting come about for her to come to	20	Q. How many meetings did you have with them?
21	Zeeland and meet personally so that you can sign the	21	A. We had two.
22	application?	22	Q. Both at your office?
23	A. She contacted me and my mom through -- I think it was	23	A. One at our office and then the final one at theirs
24	a group text, or maybe even gave me a call, and said,	24	when we signed.
25	"We're meeting on this date, and we'll sign for the	25	Q. To do like a closing?
	Page 22		Page 24
1	crop insurance."	1	A. Yep, closing.
2	Q. How soon before that meeting would that contact have	2	Q. Okay. And those were in person. Did you have emails
3	come, basically, just to arrange the --	3	and phone calls with them besides those two?
4	A. I would say probably a week in advance. I don't know.	4	A. Not that -- not a whole lot that I can think of. I
5	I can't remember --	5	think we had a phone conference with them maybe one or
6	Q. Okay.	6	two times, just asking on the timeline of the line and
7	A. -- exactly.	7	when it would get open.
8	Q. So from start to finish, end of January/beginning of	8	Q. Okay. And what is the overall time frame from the
9	February to signing in March, there were maybe two to	9	very first communication with any of them, with the
10	four instances of communication?	10	lender, to closing; is it similar like we talked about
11	A. Yeah.	11	the crop insurance, like January or February until --
12	Q. And the only thing you can remember sending her was	12	A. No. It probably started -- I think it was the end of
13	basic information about the newly-formed --	13	February, first of March, and we didn't close until
14	A. Yep.	14	probably -- it had to have been the first or second
15	Q. -- New Heights II?	15	week of May.
16	A. Yep.	16	Q. Okay. And was it them that communicated to you the
17	Q. Okay. And did she, at any time, share with you what	17	requirement of getting crop insurance in order for
18	she was providing in terms of an application to Great	18	them to be able to get into a lending relationship --
19	American?	19	A. Yep.
20	A. Not a whole lot.	20	Q. -- with you?
21	Q. Did she give you a copy for your file of what -- of	21	At what point was that communicated to you
22	the application?	22	in terms of the discussion?
23	A. I wouldn't know that. That's something my mom would	23	A. Just somewhere along the lines of in the -- in that
24	know.	24	timeline I just stated. It would just be something
25	Q. Does your mom hold a position in New Heights II?	25	that came up as a requirement.

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Page 25	Page 27
1 Q. And then you, through Chris, obtained the crop 2 insurance. In what way was that communicated to ARM, 3 the lender?	1 Q. -- on a computer? 2 And will you use that going forward in 3 terms of future applications for insurance?
4 A. Through Chris.	4 A. We -- I'm pretty sure we don't use our own for our 5 insurance, so no.
5 Q. Do you know if she, on your behalf, had forwarded a 6 copy of the application materials to the lender?	6 Q. What information do you use?
7 A. I -- I don't know.	7 A. Well, they'll go off of -- well, they'll take our -- 8 basically, our averages.
8 Q. But in some way, you believe Chris communicated to ARM 9 that New Heights II had procured crop insurance for 10 2019?	9 Q. But do you think now that you've started -- 10 A. I'll use that information for myself.
11 A. Yep.	11 Q. Do you think that will be used to figure out averages, 12 though, in the future now that you have --
12 Q. Okay. Or else the closing wouldn't have happened --	13 A. A year under our belts?
13 A. Yep.	14 Q. -- information for 2019? Yeah.
14 Q. -- correct?	15 A. Yes.
15 A. Yep.	16 Q. But you don't know what, if any, information was used 17 for years prior to 2019?
16 Q. When Chris met with you in the spring of '19 to sign 17 the application, did you read it?	18 A. No.
18 A. Yeah, briefly.	19 Q. Do you know what role, if any, APH plays into this 20 young farmer program for being able to obtain crop insurance?
19 Q. And you thought it was a small-ish document in terms 20 of not being too voluminous?	21 A. No, I do not.
21 A. Yeah. Like I said, I can't remember exactly, but ...	22 Q. The information that we were just talking that you now 23 are capturing, now that you've got operations, you've 24 got a year under the belt, will that information get
22 Q. Did you understand who would be receiving that 23 information once you signed it and Chris sent it out 24 for you?	25
25 A. Yep.	
Page 26	Page 28
1 Q. Which is who?	1 sent to Chris at any point?
2 A. It would be Great American.	2 A. I don't know yet.
3 Q. Okay. And what about the federal government?	3 Q. Has she asked for it?
4 A. Yep.	4 A. Nope.
5 Q. Did you know Chris -- I know that you were new to New 6 Heights II and to crop insurance from that entity, but 7 had you known Chris prior from her relationship with 8 the family company?	5 Q. Have you started applying for insurance for 2020?
9 A. Yeah, I met her prior. She's boughten some of my 4-H 10 animals from the fair, livestock auction.	6 A. Nope.
11 Q. What type of insurance did New Heights II purchase in 12 terms of what was covered, what was under the policy?	7 Q. Do you plan to proceed in 2020 under New Heights Farm 8 II?
13 A. I don't know.	9 A. Yep.
14 Q. For 2019, did you start collecting production history 15 information for New Heights II?	10 Q. Have you discussed any new entity for 2020 --
16 A. In 2019?	11 A. No.
17 Q. Yeah.	12 Q. -- with anyone?
18 A. At the end of the season?	13 Do you know what happens if a grower does 14 not have APH for the farms? You know, for -- like, 15 for instance, if you -- if you don't think New Heights 16 Farm II had an APH when it was created, then what 17 happens from there?
19 Q. Yep.	18 A. No, I do not.
20 A. Yep.	19 Q. I think we already covered that you're not sure 20 whether the program that was referenced to you as a 21 young farmer is the, quote, beginning farmer and 22 rancher program? Do you know if that's the program?
21 Q. Okay. And how is that done?	23 A. It could be.
22 A. Through GPS and our combines' GS-3 screens, and then 23 transferred onto a computer.	24 Q. But you've not undertaken an independent review of the 25 rules that apply to that --
24 Q. And so you store that data now on the --	
25 A. Yep.	

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	Page 29	Page 31
1 A.	No.	1 differences in what was covered in terms of policies
2 Q.	-- program?	2 between --
3 A.	No.	3 A. No, I do not.
4 Q.	Or any program?	4 Q. Do you know if New Heights II had a band policy? I
5 A.	No.	5 think we talked about that ARMtech, or whatever it was
6 Q.	Okay. We talked a little bit that Chris said to you	6 called, that additional policy that --
7	that by getting that program, it gives you some added	7 A. Yes, I think we do. Yes, we have the additional
8	benefits, right?	8 ARMtech and then the band policy.
9 A.	Yep.	9 Q. Which is the ARMtech, right?
10 Q.	Forgive me if you already said what they were, but do	10 A. Yeah.
11	you have an understanding or did she communicate to	11 Q. And did you execute personal guarantees for the New
12	you what some of those benefits specifically are?	12 Heights Farm II loan?
13 A.	Like I said, it was very little. She just mentioned	13 A. Yep.
14	those two little things to me.	14 Q. I believe your mom did the same for New Heights I,
15 Q.	Which were? I'm sorry, what were the two?	15 right?
16 A.	You can get some -- a deduction off your insurance	16 A. Yep.
17	price because of your age and just being it's your	17 Q. Does New Heights Farm II have any leases with any --
18	first year as a farmer.	18 any entity with the name Boersen in it for leases of
19 Q.	Okay.	19 equipment?
20 A.	It's just what she briefed me on.	20 A. Yes.
21 Q.	Have you ever heard of anything called "new producer	21 Q. What equipment?
22	rules"?	22 A. What equipment?
23 A.	Nope.	23 Q. Yeah.
24 Q.	Is your -- was your insurance for 2019, for New	24 A. So combines, tractors.
25	Heights Farm II, did it cost less, I guess, in	25 Q. And that's the same kind of stuff that you operated
	Page 30	Page 32
1	premiums than New Heights I?	1 before you were an owner, right?
2 A.	I don't know.	2 A. Yep.
3 Q.	Would you expect it to?	3 Q. All right. Is any of the equipment the actual same --
4 A.	I'm not really sure.	4 A. No.
5 Q.	Well, wouldn't that be one of the benefits?	5 Q. -- combine or tractor?
6 A.	I mean, I guess you could expect it to.	6 A. Not one piece.
7 Q.	Because I think we heard your mom testify earlier that	7 Q. No? What happened to those other pieces?
8	New Heights I was not going under that program, right?	8 A. It all got repossessed.
9 A.	But there could be a lot of different factors into	9 Q. By --
10	that, too, because she could farm more acres, too.	10 A. I don't know.
11 Q.	Well, didn't she say that New Heights Farm I and II	11 Q. -- Ceres? Somebody else?
12	split 15,000 --	12 A. I have no idea.
13 A.	Yeah, they're basically split, but I'm just saying, it	13 Q. Okay. Do you know how, whatever Boersen is leasing
14	could be.	14 under your -- under the New Heights Farm II lease, how
15 Q.	But knowing -- knowing only what we've talked about,	15 they were able then to obtain this equipment to lease?
16	unless there is some other information that you know	16 A. I don't know.
17	and want to tell me, that doing the equal number of	17 Q. A balance sheet for New Heights Farm II, dated
18	acres and under similar policies, you should have a	18 March 27th of '19, says 10,000 in cash. Was that just
19	more affordable premium --	19 your own personal funds, or yours and your mom's? I
20 A.	Yes.	20 think maybe she testified earlier it was just personal
21 Q.	-- payment based on --	21 savings or whatever?
22 A.	Yep.	22 A. Yep.
23 Q.	-- the young farmer program?	23 Q. So it looks like your equipment services agreement,
24 A.	Yep. Exactly.	24 the Boer- -- we keep talking about a Boersen entity.
25 Q.	Okay. Do you know what -- any discrepancies in -- or	25 It looks like it's Boersen Farms & Affiliates, LLC.

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	Page 33	Page 35
1	Does that sound right?	
2	A. Yep.	1 A. No.
3	Q. And do you know who the members of that LLC are?	2 Q. -- that equipment?
4	A. I do not.	3 A. No.
5	Q. Who was your contact person from Boersen Farms &	4 Q. Okay. Well, it sounds like we figured out the answer
6	Affiliates, LLC?	5 to one of the earlier questions, what does your dad do
7	A. That would be my dad.	6 now: He gets at least \$75,000 a month to his company
8	Q. Okay. So do you think at least he is a member of	7 in your lease, right?
9	Boersen Farms --	
10	A. I'm not very sure.	8 A. I don't know if it's his company or not.
11	Q. You don't know any of the members?	9 Q. Well, you didn't talk to anyone else from that
12	A. Nope. I don't know any of them.	10 company, right?
13	Q. But the only person that you talked to for the	11 A. No.
14	equipment services agreement from the other	12 Q. Okay. And is that who New Heights I has a lease with
15	contracting party was your dad?	13 for its equipment?
16	A. Yep.	14 A. I believe so.
17	Q. And it looks like the fee for that agreement was	15 Q. Under the same financial arrangement: \$75,000 a
18	\$75,000 per month --	16 month, I think is what we talked about earlier? Is
19	A. That is correct.	17 that right?
20	Q. -- on or before the first day of each month commencing	18 A. Yep.
21	May 1, 2019.	19 Q. Okay. Do you know when Boersen Farms & Affiliates,
22	Do you know how that figure was reached,	20 LLC was established?
23	the 75,000?	
24	A. Fair market value on all the equipment.	21 A. No idea.
25	Q. Do you know how the fair market value was calculated?	22 Q. Those \$75,000 payments, how are they made? Is there a
		23 direct deposit or do you write a check?
		24 A. I assume it's direct deposit.
		25 Q. And do you know whether the payment -- the payment
	Page 34	Page 36
1	A. Through the FSA.	1 information or documentation has been produced?
2	Q. And is New Heights II current on those payments?	2 A. I have no idea.
3	A. Yep.	3 Q. For Boersen Farms & Affiliates, LLC, the State of
4	Q. And I take it that was through the funding from the --	4 Michigan website says it's organized November 1, 2016.
5	from ARM --	5 Is that consistent with your understanding --
6	A. Yep.	6 A. I don't know.
7	Q. -- that you're able to make those?	7 Q. -- a resident agent of Dennis Boersen?
8	And that's the same funding that paid for	8 Well, you just -- you already testified
9	the farmland lease --	9 that's just the only person you've dealt with from
10	A. Yep.	10 that organization, right?
11	Q. -- with Ceres, right?	11 A. (Nodded head.)
12	A. Yep.	12 Q. Right?
13	Q. Okay. And so I would assume -- but I guess that's why	13 A. Yep.
14	we're here is to ask the questions -- Boersen Farms &	14 Q. How many pieces of equipment are you leasing from
15	Affiliates, LLC has some kind of security or	15 Boersen Farms & Affiliates, LLC?
16	repossession right on the equipment, like if you don't	16 A. I can't tell you off the top of my head.
17	pay?	17 Q. More than two?
18	A. Yep.	18 A. Yep.
19	Q. Okay. And do you know whether any other entity has	19 Q. More than five?
20	any security interest in that equipment, such as a	20 A. I don't know about more than five.
21	creditor of Boersen Farms & Affiliates --	21 Q. Somewhere in the neighborhood of two to five pieces?
22	A. I have no idea.	22 A. I couldn't be specific. I don't know off the top of
23	-- LLC?	23 my head.
24	And you don't know where your dad got	24 Q. Well, does the price vary from 75,000 a month
25	those --	depending on what you're using?

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	Page 37		Page 39
1 A.	No.	1	the month.
2 Q.	So that fair market value has in mind very specific 3 pieces of equipment, however many they are, right?	2 Q.	Of this month?
4 A.	Yep.	3 A.	Yep.
5 Q.	Do you know whether Boersen Farms & Affiliates, LLC 6 does anything besides lease farming equipment?	4 Q.	Okay. And the purpose of the claim would be that the 5 growing season is over and it didn't yield as 6 anticipated --
7 A.	I have no idea.	7 A.	Yep.
8 Q.	So you don't know whether it farms?	8 Q.	-- or what the --
9 A.	Nope.	9 A.	Correct.
10 Q.	Now, it looks like you also have a lease with Boersen 11 Farms, Inc.?	10 Q.	Who prepared and filed the documents to -- to make New 11 Heights II exist with the State, as a company?
12 A.	That's correct.	12 A.	Me and my mom did.
13 Q.	And what is that lease for?	13 Q.	Did Ceres make any sort of -- well, no, you paid Ceres 14 up front for the entire crop year, right?
14 A.	Land.	15 A.	Yep.
15 Q.	Okay. So you're farming land: some owned by Ceres; 16 some owned by Boersen Farms, Inc.?	16 Q.	I think that's what Steve Cardinal testified. As soon 17 as you got the loan back in May, you paid like 3-1/2 18 million, or something like that --
17 A.	Yes, and some third parties.	19 A.	Yep.
18 Q.	So you have leases with, basically, anybody --	20 Q.	-- right, to Ceres?
19 A.	Yep.	21 A.	(Nodded head.)
20 Q.	-- you're farming with; that if it's not you -- does 21 New Heights Farm II own any --	22 Q.	Do you know whether the property you leased from 23 Boersen Farms, Inc., is available for this year to -- 24 to farm again?
22 A.	Nope.	25 A.	I do not yet.
23 Q.	No?		
24 A.	Don't own anything.		
25 Q.	So for 2020 -- or I'm sorry. Coming due on March 15,		
	Page 38		Page 40
1	2020, you have a note -- or New Heights Farm II has a 2 note with Agrifarm -- or ARM for a little over four 3 million. Is that the loan amount?	1 Q.	Okay. Are you aware that there have been several 2 notices within the last couple of months of 3 foreclosures --
4 A.	Yep.	4 A.	Nope.
5 Q.	And is the 2019 crop, is that what is expected to 6 pay -- you know, sale of that crop is what's expected 7 to be able to make that payment?	5 Q.	-- on Boersen properties?
8 A.	Yep. That, and crop insurance.	6	So you don't know whether this one is one 7 of them or not?
9 Q.	Are you expecting to meet that obligation this year?	8 A.	Nope.
10 A.	Yep.	9 Q.	I shouldn't say one. Maybe you should clarify for me 10 how much property New Heights II leases from Boersen 11 Farms, Inc.
11 Q.	And are you expecting or have you had to make a claim 12 to the insurance to meet that?	12 A.	I couldn't be exact.
13 A.	Yep.	13 Q.	It looks like Exhibit A to the lease talks about farm 14 number 8533, approximately -- almost 150 acres in 15 Eaton County.
14 Q.	What was the -- what was the claim?	16 A.	Yep.
15 A.	I couldn't tell you off the top of my head.	17 Q.	Does that sound -- does that sound right?
16 Q.	When was the claim made?	18 A.	Yep.
17 A.	I can't -- couldn't tell ya.	19 Q.	So you're assuming -- is it fair to say that you're 20 assuming that whatever requirements there may be that 21 you've not reviewed in terms of any new beginning 22 farmer/rancher for some crop insurance would have been 23 followed by Chris --
18 Q.	Did you do it or did someone else do it?	24 A.	Yep.
19 A.	No, I did it.	25 Q.	-- the agent, right?
20 Q.	Would it have been in the last 15 days, in 2020?		
21 A.	No.		
22 Q.	In the fall?		
23 A.	No.		
24 Q.	In the spring?		
25 A.	No. It'd be -- it'd be probably around the first of		

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		Page 41	Page 43
1	A.	Yep.	what they're doing now? You can take them one by one.
2	Q.	Did Ceres ever have any discussions with you, comments, or questions at all about this lawsuit when you were, you know, seeking to lease land as -- under New Heights -- for New Heights II?	2 A. I guess just probably, as a whole, it just is a whole different company and a whole different structure.
3			3
4			4 Q. All right. So Kushmaul, for example, what is he doing for --
5			5
6	A.	Not that I'm aware of.	6 A. Well, he's still doing the same.
7	Q.	Not that you were personally involved in?	7 Q. Which is what?
8	A.	No.	8 A. He's -- he is my groundamist [sic].
9	Q.	Okay. What about ARM?	9 Q. Grounds.
10	A.	Nope.	10 A. And the other two guys are truck drivers. One is a truck mechanic.
11	Q.	Was ARM aware of this lawsuit?	11 Q. And those guys are who?
12	A.	Nope.	13 A. The two truck drivers would be Brian Goodrich and Cory Tom, and then Mike Carlock is my truck mechanic.
13	Q.	Did you ever make them aware?	14
14	A.	Nope.	15 Q. Okay. And what did they do -- so I think what you just said is what they do for you now, right?
15	Q.	Do you know if whether your mom did or your dad did?	16
16	A.	I'm not sure.	17 A. They -- right now, they drive truck for me. Before, they used to operate machinery, I guess. I couldn't tell you exactly what they did, because I didn't work with all them guys all the time.
17	Q.	Do you think it would have made a difference to ARM if they'd have known about this lawsuit in terms of the financing for the 2019 crop year for New Heights Farm I or II?	18
18			19
19			20
20	A.	I'm not sure, but, yeah, probably would have made a big impact.	21 Q. Okay.
21			22 A. I was only part-time.
22			23 Q. Fair enough. You were with us earlier. You heard the testimony with your mom about who Blain Becktold was and the Down On The Farm Company. Do you remember
23	Q.	In what way do you think?	24
24	A.	Probably a very negative way.	25
25	Q.	Like they -- they wouldn't have lent the money?	
		Page 42	Page 44
1	A.	Yep.	1 that?
2	Q.	Has ARM since become aware of the lawsuit?	2 A. I don't know who that is.
3	A.	I'm not sure.	3 Q. Did he ever do any certifications, or has it always
4	Q.	You haven't talked to anyone from there about it?	4 been your mom or someone else for the -- for the New
5	A.	Nope.	5 Heights II crop?
6	Q.	I previously, I think it was early last May, took the deposition of Mr. Kushmaul. But other than that, I'm not familiar with your other employees.	6 A. It's been my mom and myself.
7			7 Q. Okay. And I forget what your mom said, so -- I
8			8 honestly don't remember, but was there something
9			9 that -- some kind of certification that has to be
10		Did any of them, besides Mr. Kushmaul -- well, let me back up.	10 gained to be able to do that, or you just have to
11		Mr. Kushmaul has worked for Boersen entities before working for New Heights II, right?	11 learn how to do it?
12			12 A. Just learn how.
13	A.	Yep.	13 Q. Okay. The claim you just talked about -- or that you
14	Q.	Any of the other employees?	14 filed that you think was roughly around the first of
15	A.	Yes.	15 the year but you don't remember for how much, is it
16	Q.	Who?	16 fair for me to assume that's the only insurance claim
17	A.	It'd be Brian Goodrich -- well, basically, all of them I named right there, including Bill.	17 you've ever made?
18			18 A. Yep.
19	Q.	What -- did they have the same positions as they had with New Heights II as what they had with prior --	19 Q. Okay. Do you know whether the documents for that
20		legacy Boersen entities?	20 claim have been produced?
21			21 A. I do not know.
22	A.	Ah, no.	22 Q. And you said Chris made the claim for you?
23	Q.	Different?	23 A. She did not make the claim. I made the claim.
24	A.	Yeah.	24 Q. Right. I'm sorry, you said that, you made the claim.
25	Q.	What did -- what did each of them do before versus	What was -- what did it entail to make the

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1	claim; was it a form that you had to fill out?	1 other sort of expenses of operation do you have?
2 A.	Yeah.	2 A. It would be my seed and fertilizer costs.
3 Q.	And then you mailed that?	3 Q. And that's Logan?
4 A.	Yeah. Yep. Yep.	4 A. Yep.
5 Q.	And you mailed it to where: your agent in the 6 Petoskey area?	5 Q. And are they paid off?
7 A.	Yeah, it would be Chris.	6 A. They will get paid off after ARM does.
8 Q.	Directly to Chris?	7 Q. Okay. All right. So, yeah, we talked about that with 8 your mom.
9 A.	She's the -- all in all, she's the middleman, so --	9 A. Yep. Yep.
10 Q.	Okay. So then --	10 Q. And that will be part of -- also, that will -- will 11 their payment be covered if you get -- if your claim 12 is fulfilled, if your insurance claim --
11 A.	-- as you could call her.	13 A. I assume so.
12 Q.	So then she would determine --	14 Q. -- you'll have enough money for everybody?
13 A.	Yep.	15 A. I would assume so.
14 Q.	-- to send it on --	16 Q. All right. And then you probably have, besides all 17 those, your employees' wages, right?
15 A.	Yep.	18 A. Yep.
16 Q.	-- to Great American --	19 Q. Anything else?
17 A.	Yes.	20 A. No. Not that I'm aware of.
18 Q.	-- or something?	21 Q. When equipment needs repair or upkeep or gas or 22 whatever, is that all covered as part of the lease? 23 Like as long as you're paying the --
19	Okay. And you expected that she sent that 20 to her home office --	24 A. I'd have to look at the lease.
21 A.	Yep.	25 MR. MAGYAR: All right. I think this is a
22 Q.	-- her employer?	
23 A.	Yep.	
24 Q.	And then have you received -- well, I guess not if you 25 don't know -- if you don't remember the payment.	
	Page 46	Page 48
1	You haven't received the payout on that?	1 good time for a break, and I'm going to see what that 2 missed call was and also speak with Amanda, and then 3 we'll see how much more we've got here.
2 A.	Nope.	4 MR. VANDER VEEN: Sounds good. Thank you. 5 (Off the record at 2:27 p.m.) 6 (Back on the record at 2:44 p.m.)
3 Q.	Or have you even received a determination from the 4 insurer, like a --	7 BY MR. MAGYAR:
5 A.	Not that I'm aware of.	8 Q. All right. I don't think we'll be here much longer, 9 like when I took that break for your mom. I guess a 10 few just follow-ups on some of the things we talked 11 about.
6 Q.	But you're expecting that it will be covered and paid?	12 I didn't ask you earlier, but are you doing 13 anything else in terms of employment besides running 14 New Heights II?
7 A.	Hopefully.	15 A. No.
8 Q.	Yeah. And then if I understand the way this works 9 correctly, then that will be turned right over to ARM 10 to make up the rest of this promissory note payment 11 coming due three months from now -- or two months from 12 now, March 15th, right?	16 Q. That's full-time?
13 A.	(Nodded head.)	17 A. Yep.
14	MR. VANDER VEEN: You have to answer 15 verbally.	18 Q. How many hours a week do you think?
16	THE WITNESS: Yep.	19 A. During harvest season, it was anywhere from 80 to 100, 20 and now it's back down to about 40.
17	BY MR. MAGYAR:	21 Q. Just like a normal person?
18 Q.	Anywhere else those funds are earmarked for or 19 directed to?	22 A. Yep. Yep.
20 A.	Nothing specific.	23 Q. And were you going to do more with GRCC in terms of 24 the business degree, or now you're just focused solely 25 on New Heights II?
21 Q.	Because everything else, if I'm understanding, is paid 22 off already in terms of rent -- leases, equipment 23 leases?	
24 A.	Yep. Yep.	
25 Q.	So besides equipment leases and land leases, what	

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Page 49		Page 51
1 A. Basically, I mean, I went to GRCC a full semester, and	1 A. Corn and a little bit of soybeans.	
2 it just wasn't -- I mean, college just wasn't for me.	2 Q. But both are used for that purpose, for those --	
3 I just like being more hands-on --	3 A. Yep.	
4 Q. Got it.	4 Q. -- end users?	
5 A. -- kind of a worker.	5 And in terms of your claim, your insurance	
6 Q. Have you ever been involved -- or, I guess, I should	6 claim, the pending claim, would it be accurate to say	
7 limit it to New Heights II. We talked earlier that	7 that if you had yielded more corn and soybean, they	
8 there's the claim and the lien and that funds will go	8 would have purchased it, and there is just a lack of	
9 towards Logan and ARM.	9 yield that resulted in the claim?	
10 Have you ever been part of any crop-sharing	10 A. It depends what -- what the claim's on.	
11 arrangement?	11 Q. What was this claim?	
12 A. Nope.	12 A. I couldn't tell ya off the top of my head.	
13 Q. Like where you farmed land owned by someone else --	13 Q. But you -- you did the claim? I guess let me back up.	
14 A. No.	14 What I'm trying to figure out is: Would	
15 Q. -- and share in the profits?	15 Carbon Green and/or The Andersons have purchased more	
16 A. No.	16 crop if there was crop?	
17 Q. Or you don't -- you don't have anyone else come in and	17 A. I can't say that.	
18 farm and share profits with them --	18 Q. But did you have contracts with them?	
19 A. No.	19 A. Yeah, we had contracts with Carbon Green.	
20 Q. -- for New Heights II?	20 Q. Do you know whether those have been produced?	
21 Okay. This may sound like a silly	21 A. I have no idea.	
22 question, but I just -- because it sounds like there's	22 Q. Do you know the terms of those contracts?	
23 a long-standing relationship with Chris, the agent, is	23 A. No, I do not.	
24 she family in any way --	24 Q. Do you know if it's a requirements contract?	
25 A. No.	25 A. Nope, I do not.	
Page 50		Page 52
1 Q. -- or just a friend?	1 Q. So in some fashion, you had a shortfall, or else	
2 A. Just a friend.	2 there'd be no claim, right?	
3 Q. Okay. Who does New Heights II, at least for 2019 -- I	3 A. Yep.	
4 guess that's the only crop year there's been -- who	4 Q. But you don't know if that's because of an inability	
5 are the end customers or the buyer of the crop?	5 to meet the customer demand or contract or --	
6 A. It'd be Carbon Green.	6 A. Oh, that ain't -- no, that ain't because we can't meet	
7 Q. What is that?	7 the customer contract, no.	
8 A. That's in Ionia.	8 Q. It's because yield didn't match the expectation?	
9 Q. Okay. What was it? Carve?	9 A. Yep.	
10 A. Carbon Green.	10 Q. Okay.	
11 Q. Oh, Carbon Green?	11 A. Exactly.	
12 A. Yep.	12 Q. All right. And if it had met the expectation, I mean,	
13 Q. And what does Carbon Green do?	13 there would have been more crop, right?	
14 A. They're an ethanol plant, a buyer of the corn, if	14 A. Yeah.	
15 that's the -- is that what you're asking?	15 Q. Then you presumably would have been able to sell it to	
16 Q. Yeah, it is. Yep.	16 one of these customers?	
17 Are they the sole customer? Everything you	17 A. Correct.	
18 produce goes to them?	18 Q. Now, I think as we've mentioned, we're working through	
19 A. Basically. We sell some to The Andersons, but ...	19 other sources like the government and Great American	
20 Q. Who are The Andersons?	20 to obtain more documents regarding crop insurance.	
21 A. Ethanol plant, as well.	21 But from what we've obtained so far, it	
22 Q. Oh, like Andersons, Inc.?	22 looks like there is some data for actual production	
23 A. Yep.	23 history provided for New Heights Farm II, LLC from	
24 Q. Okay. Is corn the only crop you do for New Heights	24 prior to 2019. Do you know where that would have come	
25 II?	25 from?	

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	Page 53	Page 55
1	A. No.	
2	Q. Would you have had any involvement in preparing that?	
3	A. Nope.	
4	Q. Any communications with Chris about that?	
5	A. Nope.	
6	Q. Do you expect that it was wherever she pulled the data	
7	from, it would have been Chris doing that?	
8	A. For what?	
9	Q. For production history for the land that New Heights	
10	Farm II farms on --	
11	A. Yep.	
12	Q. -- prior to 2019.	
13	A. No, because I have nothing prior to 2019.	
14	Q. So data pulled for that purpose would have been pulled	
15	by Chris?	
16	A. Prior to 2019?	
17	Q. Yeah.	
18	A. I don't know.	
19	Q. Okay. Because, I mean, the land existed. It might	
20	have been farmed. It just wasn't --	
21	A. Yeah, I don't know.	
22	MR. MAGYAR: All right. An hour and ten	
23	minutes. That's pretty painless, right?	
24	THE WITNESS: Yeah.	
25	MR. MAGYAR: I'm done, unless you've got	
	Page 54	Page 56
1	any.	
2	MR. VANDER VEEN: I have a couple of	
3	questions just to clarify a couple of things.	
4	EXAMINATION	
5	BY MR. VANDER VEEN:	
6	Q. Nick, you had indicated that you had filed a crop	
7	insurance claim.	
8	Do you recall going out and measuring the	
9	crop?	
10	A. Yep.	
11	Q. Okay. And when you -- you signed a form after that?	
12	A. Yep.	
13	Q. Was that a claim form or a crop measurement form?	
14	A. It was a crop measurement form.	
15	Q. Okay. And after we talked about it during the break,	
16	do you recall signing a claim form yet?	
17	A. No, I do not.	
18	Q. Okay. Just the measurement form?	
19	A. Yep.	
20	Q. Okay. Dates you have given for talking to Chris,	
21	talking to others, do you have those committed to	
22	memory or are those guesstimates or what?	
23	A. Just a guesstimate.	
24	Q. And other than the employees that you mentioned, you	
25	had mentioned to me that you have contract workers at	

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Pages 57-59

	Page 57	Page 59
1	HELENA AGRI-ENTERPRISES, LLC,	1 CERTIFICATE OF NOTARY
2	a Delaware limited liability	2 STATE OF MICHIGAN)
3	company,	3) SS
4	Plaintiff,	4 COUNTY OF OTTAWA)
5	vs. Case No. 1:18-cv-00963-RJJ-RSK	5
6	Hon. Robert J. Jonker	6 I, PEGGY S. SAVAGE, certify that this
7	GREAT LAKES GRAIN, LLC, a	7 deposition was taken before me on the date
8	Michigan limited liability	8 hereinbefore set forth; that the foregoing questions
9	company, et al.,	9 and answers were recorded by me stenographically and
10	Defendants.	10 reduced to computer transcription; that this is a
11		11 true, full and correct transcript of my stenographic
12		12 notes so taken; and that I am not related to, nor of
13	VERIFICATION OF DEPONENT	13 counsel to, either party nor interested in the event
14		14 of this cause.
15	I, Nicholas Boersen, having read the	15
16	foregoing deposition consisting of my testimony at the	16
17	aforementioned time and place, subject to the changes	17
18	in the attached errata sheet, do hereby attest to the	18
19	correctness and truthfulness of the transcript.	19
20		20
21		21 
22		22 PEGGY S. SAVAGE, CSR-4189, RPR
23		23 Notary Public,
24	Nicholas Boersen	24 Ottawa County, Michigan.
25	Dated:	25 My Commission expires: 7-13-25
	Page 58	
1	ERRATA SHEET	
2	PAGE LINE READS	PAGE LINE SHOULD READ
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